PROPERTY INFORMATION PACKAGE

TRACTbid ONLINE AUCTION



Millwood Plantation

HOME & LAND AUCTION







67.44± ACRES · 4 BED / 3 BATH HOME · WARE COUNTY, GEORGIA

ONLINE BIDDING ENDS TUESDAY, DECEMBER 8, 2026 AT NOON (EST)

Offered in three tracts, in any combination, or as a whole

Seven Hills AUCTIONS

7HAUCTIONS.COM | 800.742.9165

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Seven Hills Auctions, LLC	3110 Capital Circle NE, Ste 200, Tallahassee, FL 32308 · 7HAUCTIONS.COM
Licenses	William C. Lee III, Broker · GA Auction License AU-003505 · GA Real Estate License GA-77326, GA-319468

This Property Information Package contains 76 pages. All information contained herein was obtained from sources deemed reliable; however, Seven Hills Auctions, LLC makes no representation or warranty as to its accuracy. Bidders are responsible for conducting their own due diligence. The property is offered on an as-is, where-is basis.

Millwood Plantation

Dear Prospective Bidders,

Seven Hills Auctions is pleased to offer 67.44± acres in Millwood Plantation, a private rural community in western Ware County, Georgia, about 15 miles west of Waycross. The property is offered through our TRACTbid online auction in three tracts, all with frontage on Thorn Bird Road. You may bid on any single tract, any combination of tracts, or the entire property.

Tract 2 is the home tract: a 4-bedroom, 3-bath farmhouse built in 2020 with 2,656± square feet of living space finished with crown molding, shiplap accents, and matte black fixtures. Inside, a vaulted great room with a stacked-stone gas fireplace opens to a gourmet kitchen. The kitchen has a stunning large island custom-made from 100 year old barn beams topped with quartz, a professional-style 48" gas range with double ovens, a coffee bar, an extra-large walk-in pantry, and just off the kitchen is an open dining area spacious enough to accommodate large gatherings. The primary suite has its own stacked-stone gas fireplace and a spa-style bath with a freestanding soaking tub, a glass walk-in shower, and 2 (his and hers) walk-in closets. Upstairs is a large room that includes a closet and full bathroom, giving the flexibility to be used as a bonus/game room, or as a 4th bedroom/2nd master suite, perfect for fun or generational living. Outside, covered front and back porches overlook the open yard and tall pines.

The property is part of Millwood Plantation and is subject to the community's recorded Declaration of Covenants, Conditions, Restrictions and Easements, and to membership in the Millwood Plantation Property Owners' Association. Tracts 1 and 2 share a driveway under a recorded Declaration of Easement. FEMA and U.S. Fish & Wildlife Service maps show portions of each tract within the mapped floodplain and wetland areas. Each of these documents is reproduced in this package. Please read them closely and factor them into your bid.

The information in this package has been prepared to assist you in your pre-auction due diligence. Please review it carefully before bidding. We appreciate your interest in this auction, and it's our goal to make the process simple and easy for you. Should you have any questions, please contact us at 800.742.9165. Our staff of auction professionals is ready to help.

Good luck!

Sincerely,

Buddy Lee, CAI
Founder / President

Property Overview

Property Type	Single-family home and rural residential land in a planned community
Total Land Area	67.44± acres in three contiguous tracts
Offering	TRACTbid online auction: individual tracts, any combination, or as a whole
Auction Type	Reserve
Bidding Ends	Tuesday, December 8, 2026 at 12:00 PM (EST), with extended bidding
Address	6997 Thorn Bird Road (Tract 2) and S/S Thorn Bird Road (Tracts 1 & 3), Millwood, Georgia 31552
Subdivision	Millwood Plantation, Phase I (Plat Book A, Map Nos. 3539-3550)
Location	Land Lots 183 & 184, 8th Land District, Ware County, Georgia
Lat / Lon (Tract 2)	31.21475, -82.60945
Road Frontage	All three tracts front Thorn Bird Road
Tax Class	Tracts 1 & 3: R4 Residential; Tract 2: A4 Agricultural (county tax class only, not zoning)
Conveyance	Limited Warranty Deed
Closing	Within 30 days, with Sherman & Phalen, LLC

Parcels & Acreage

TRACT	LOT	WARE CO. PARCEL ID	IMPROVEMENTS	ACRES ±
Tract 1	48	060A 048	None (vacant land)	20.67
Tract 2	47	060A 047	4 bed / 3 bath home, built 2020	20.51
Tract 3	46	060A 046	None (vacant land)	26.26
Total				67.44

Acreages and parcel data are from Ware County Board of Assessors records, existing deeds and surveys of record. The Land id® soil maps compute the boundaries at 21.10, 20.52 and 27.13 acres respectively. Surveys and deed reords should govern when pertaining to acreage.

Easements, Covenants & Soils

INSTRUMENT	AFFECTS	RECORDED
Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation	All tracts	Deed Book 52-V, Pages 253-280
Declaration of Easement (shared driveway, Easement Area "E-3")	Tracts 1 & 2	Deed Book 52-V, Pages 281-283
First Amendment to the Declaration	All tracts	Deed Book 54-F, Page 286
Agreement Amending Homeowner's Obligation	See document	Deed Book 58-D, Page 242
Final Plat, Millwood Plantation, Phase I	All tracts	Plat Book A, Map Nos. 3539-3550
Boundary survey of Lot 47	Tract 2	Plat Book A, Page 3914

The Declaration of Easement makes the driveway that lies partly on Lots 47 and 48 an appurtenance to both lots. The owners of both lots and their visitors may use it for ingress and egress, and the cost of maintaining, repairing and replacing it is shared equally by the owners of the two lots.

Principal Soils

CODE	SOIL DESCRIPTION	TRACT 1	TRACT 2	TRACT 3	CAP.
SuA	Surrency mucky fine sand, frequently ponded, 0-1% slopes	12.26	12.71	15.65	7w
PmB	Pelham loamy fine sand, 0-5% slopes	2.02	4.55	9.86	4w
PhA	Pelham fine sand, ponded, 0-2% slopes	6.32	1.44	—	5w
McA	Mascotte fine sand, 0-2% slopes	0.50	1.82	1.62	4w
Total	Acres per Land id® soil map	21.10	20.52	27.13	

Floodplain & Wetlands

The FEMA floodplain map in this package shows portions of each tract within the mapped 100-year floodplain, and the U.S. Fish & Wildlife Service National Wetlands Inventory map shows mapped wetland areas on each tract. These maps are provided for general reference only. Neither the Seller nor Seven Hills Auctions makes any representation as to flood zone determination, wetland boundaries, buildable area or flood insurance requirements. Bidders should verify these matters before bidding.

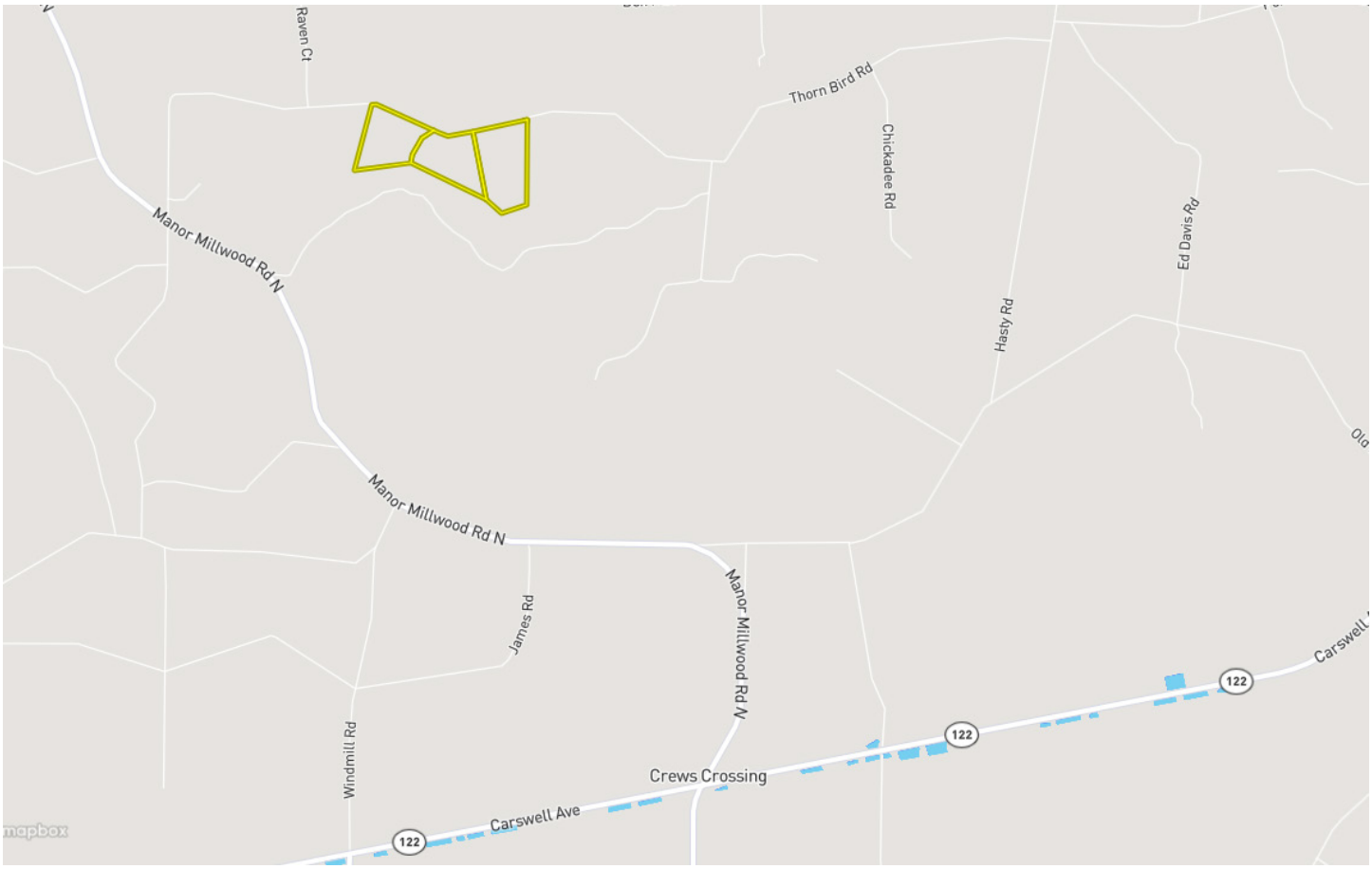
TRACT 2 · LOT #47

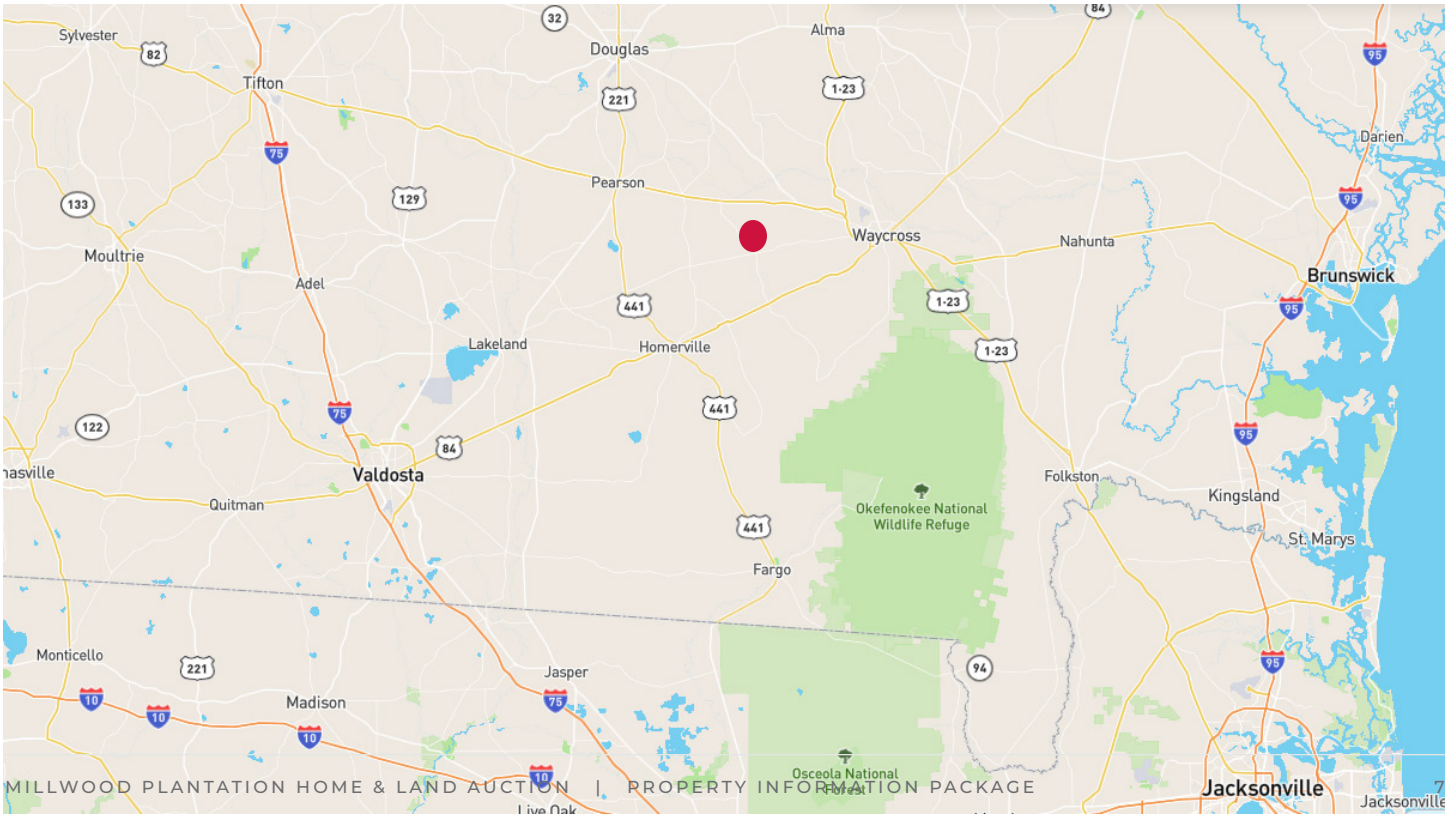
The Home



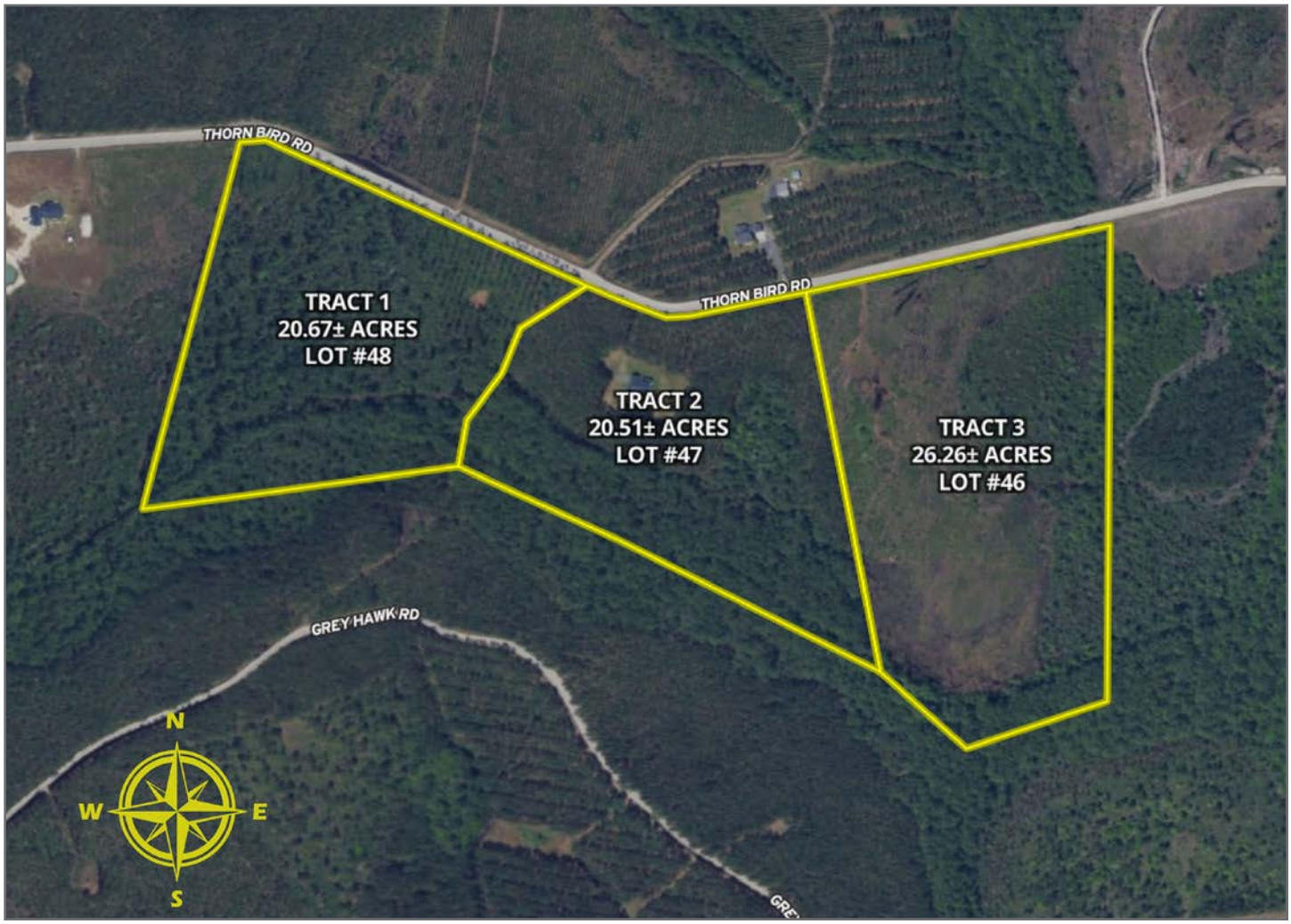
Address	6997 Thorn Bird Road, Millwood, Georgia 31552
Year Built	2020
Heated Area	2,656± sq ft (Ware County records)
Bedrooms / Baths	4 bedrooms / 3 full baths, including an upstairs bonus room with full bath
Construction	Slab foundation, asphalt shingle roof
Heating & Cooling	Central heat pump
Fireplaces	2 - GAS (great room and primary suite)
Features	Vaulted great room, quartz-topped kitchen island, professional-style gas range, walk-in pantry, separate dining room, spa-style primary bath, laundry room, attached garage, covered front and back porches, pond
Parcel / Acres	060A 047 · 20.51± acres

Location Map | 6997 Thorn Bird Road, Millwood, Georgia 31552





Tract Map

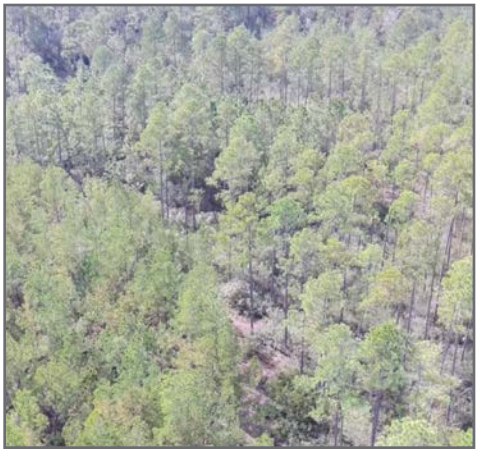

THORN BIRD RD
THORN BIRD RD
TRACT 1
20.67± ACRES
LOT #48
TRACT 2
20.51± ACRES
LOT #47
TRACT 3
26.26± ACRES
LOT #46
GREY HAWK RD
N
W
E
S

Tract 1 Photos















Tract 2 Photos















Tract 3 Photos







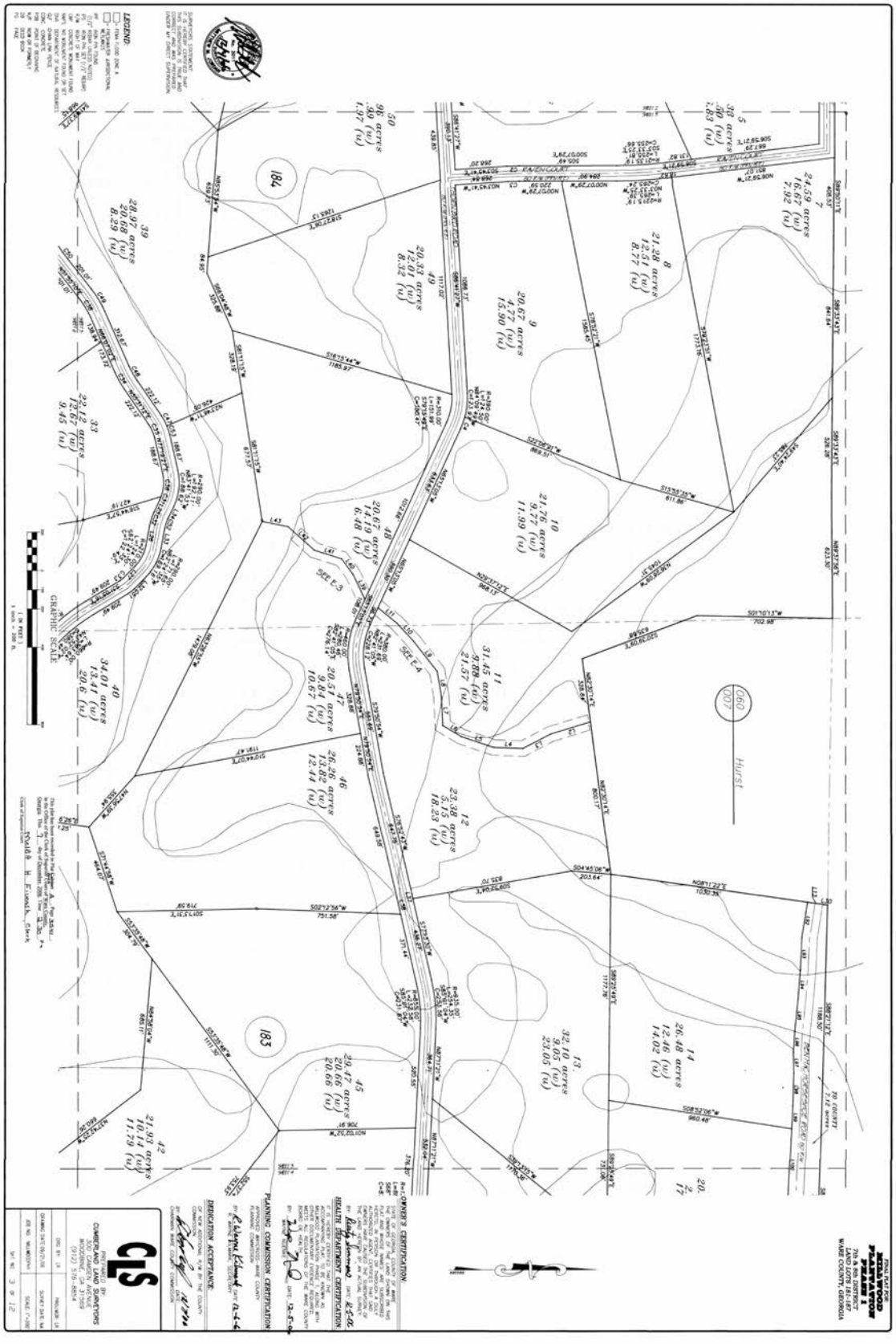




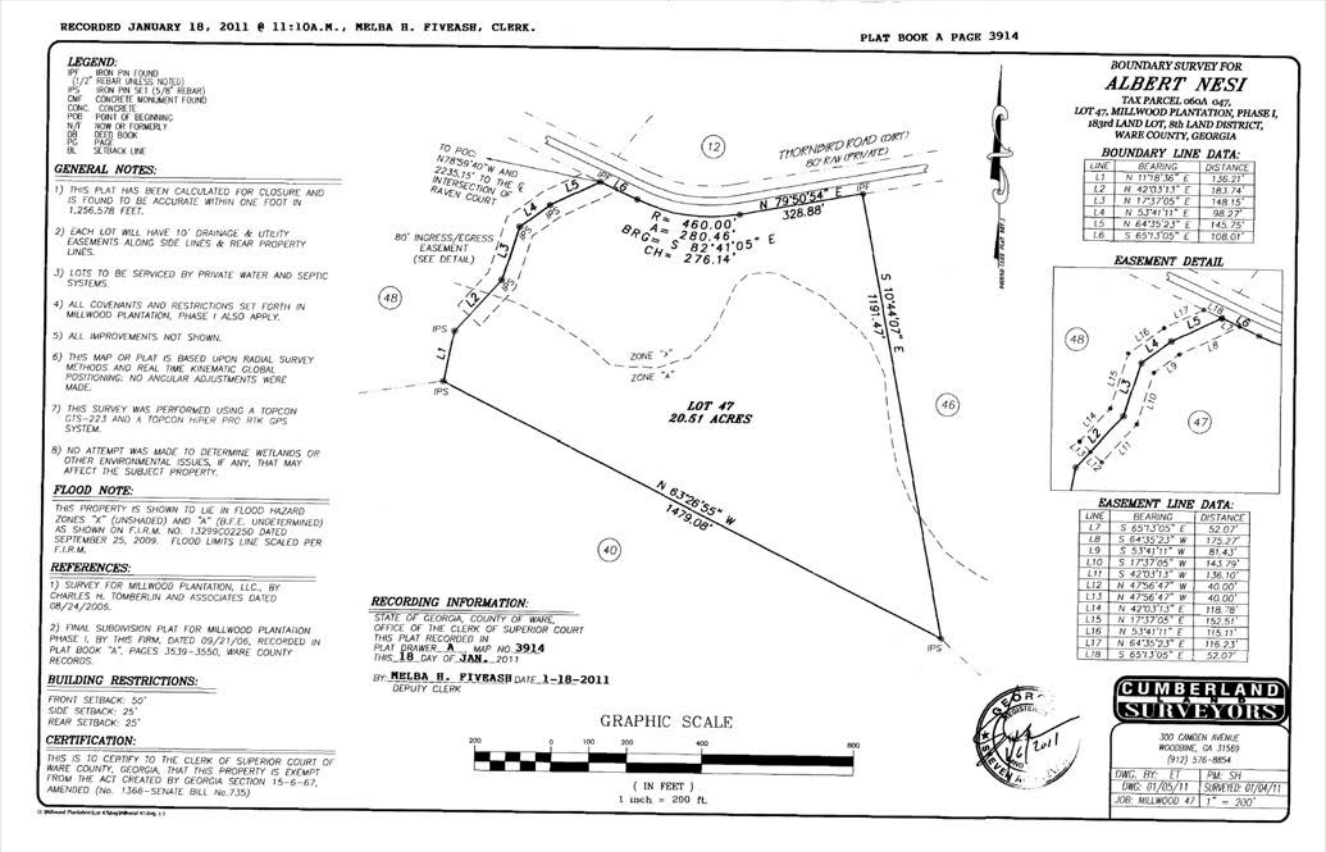
Final Plat, Millwood Plantation Phase I (Index)



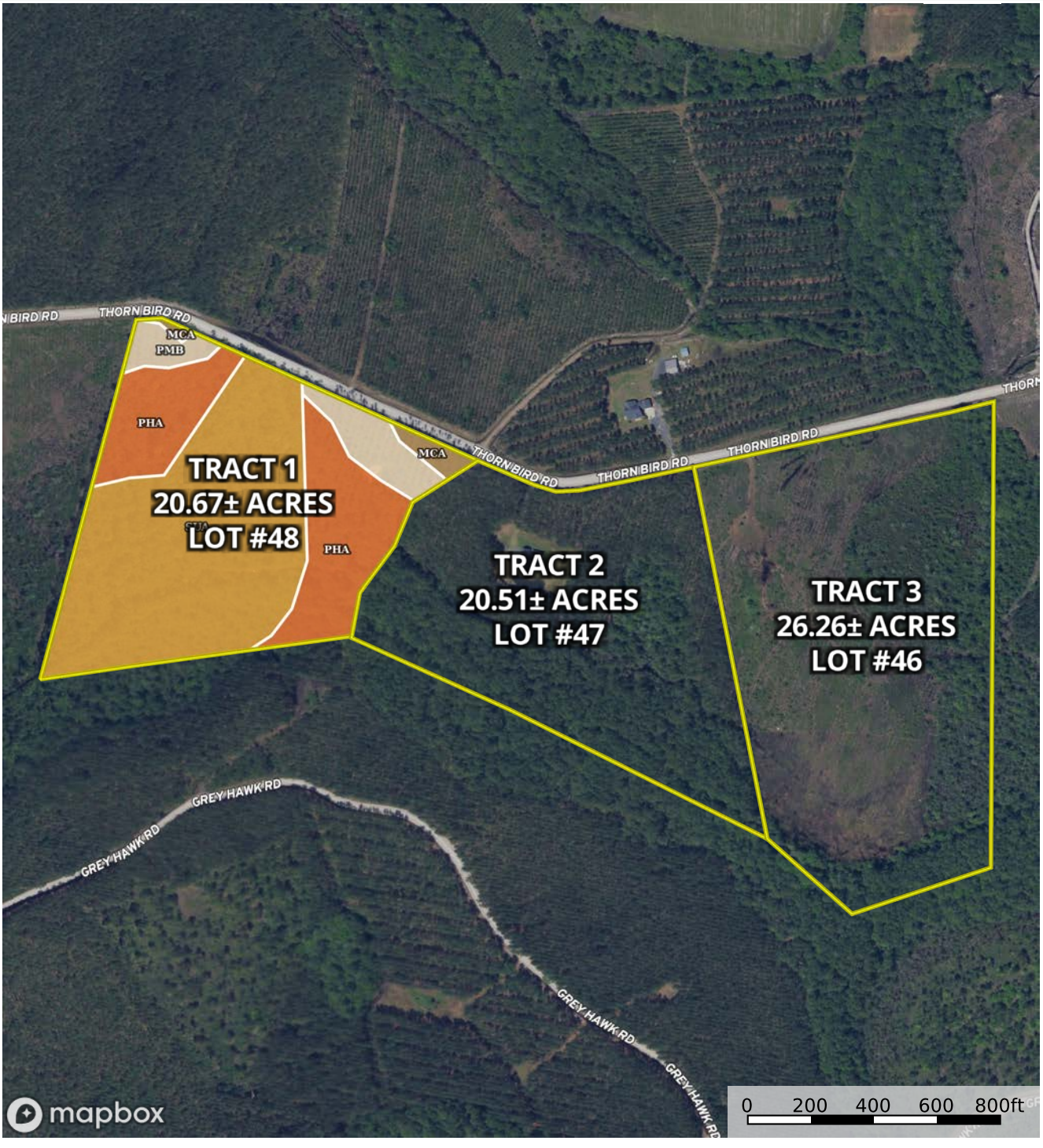
Final Plat, Millwood Plantation Phase I (Lots 46-48)



Boundary Survey, Lot 47 (Tract 2)



Soil Map, Tract 1



The information contained herein was obtained from sources deemed to be reliable. Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Soil Map, Tract 1

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
SuA	Surrency mucky fine sand, frequently ponded, 0 to 1 percent slopes	12.26	58.1	0	14	7w
PhA	Pelham fine sand, ponded, 0 to 2 percent slopes	6.32	29.95	0	21	5w
PmB	Pelham loamy fine sand, 0 to 5 percent slopes	2.02	9.57	0	32	4w
McA	Mascotte fine sand, 0 to 2 percent slopes	0.5	2.37	0	33	4w
TOTALS		21.1(*)	100%	-	18.27	6.04

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

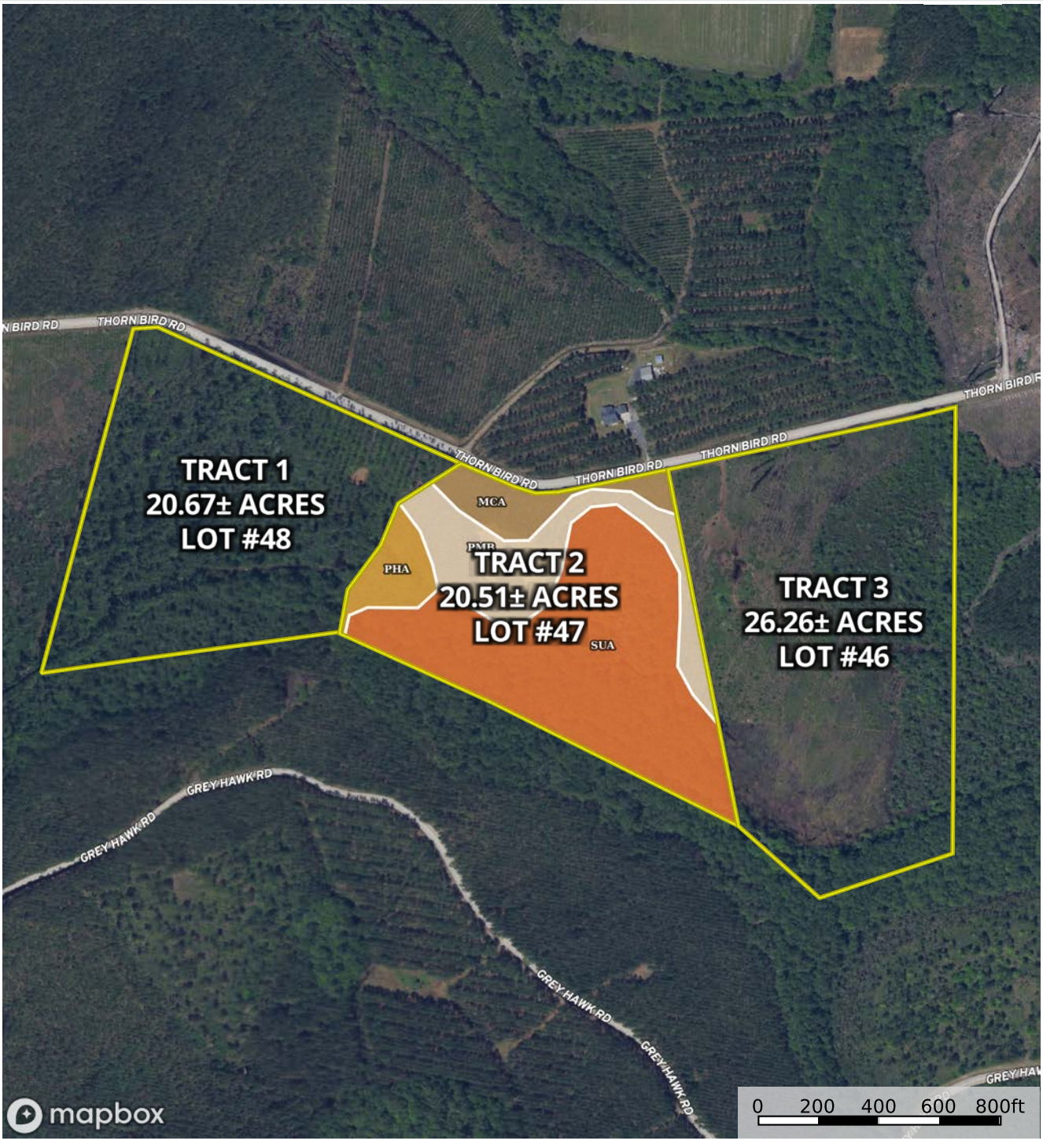
Decreased Adaptability and Freedom of Choice Users

Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing **Cultivation**

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water

Soil Map, Tract 2



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Soil Map, Tract 2

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
SuA	Surrency mucky fine sand, frequently ponded, 0 to 1 percent slopes	12.71	61.91	0	14	7w
PmB	Pelham loamy fine sand, 0 to 5 percent slopes	4.55	22.16	0	32	4w
McA	Mascotte fine sand, 0 to 2 percent slopes	1.82	8.87	0	33	4w
PhA	Pelham fine sand, ponded, 0 to 2 percent slopes	1.44	7.01	0	21	5w
TOTALS		20.52(*)	100%	-	20.16	5.93

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

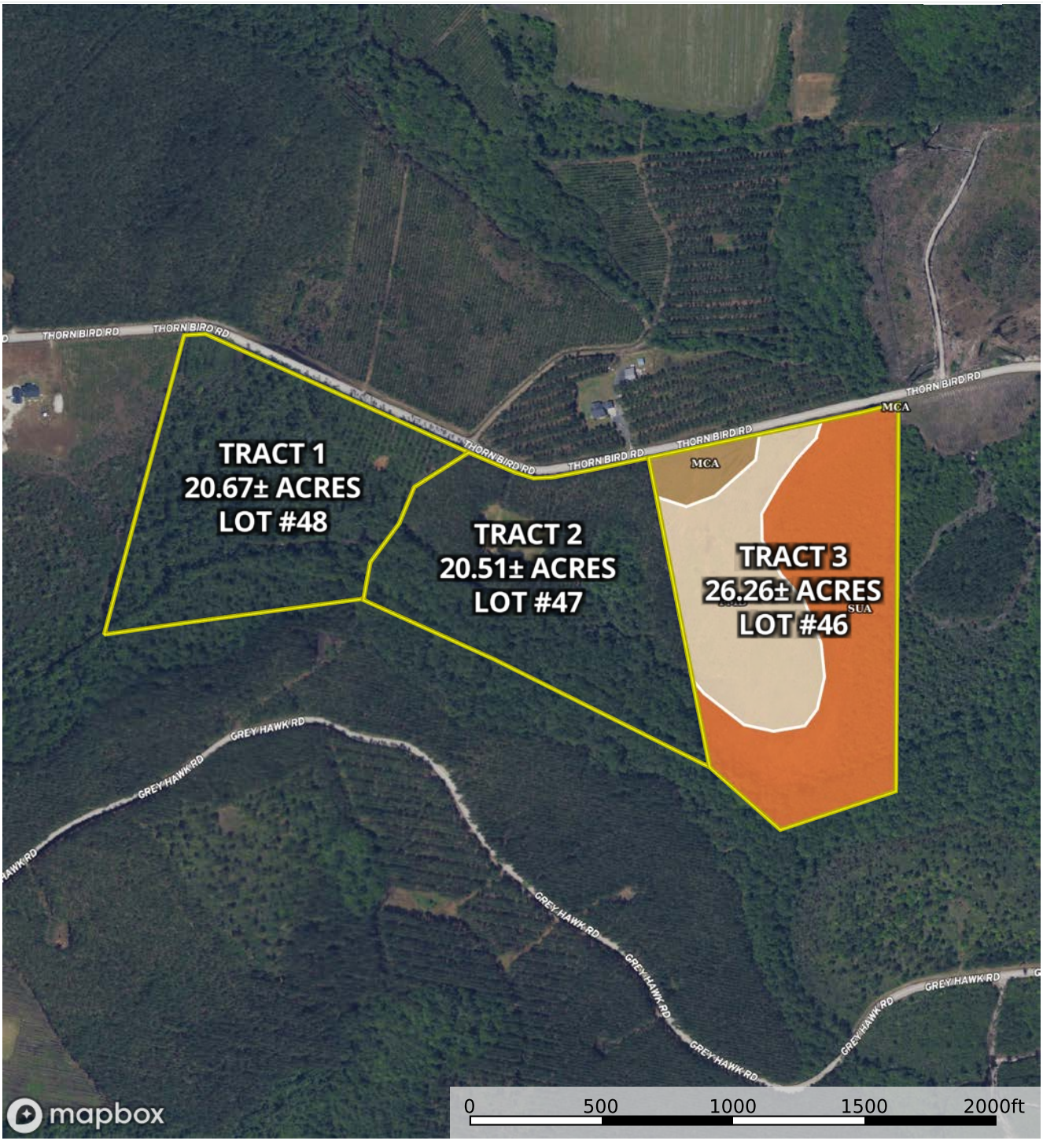
Decreased Adaptability and Freedom of Choice Users

Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing **Cultivation**

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water

Soil Map, Tract 3



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Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

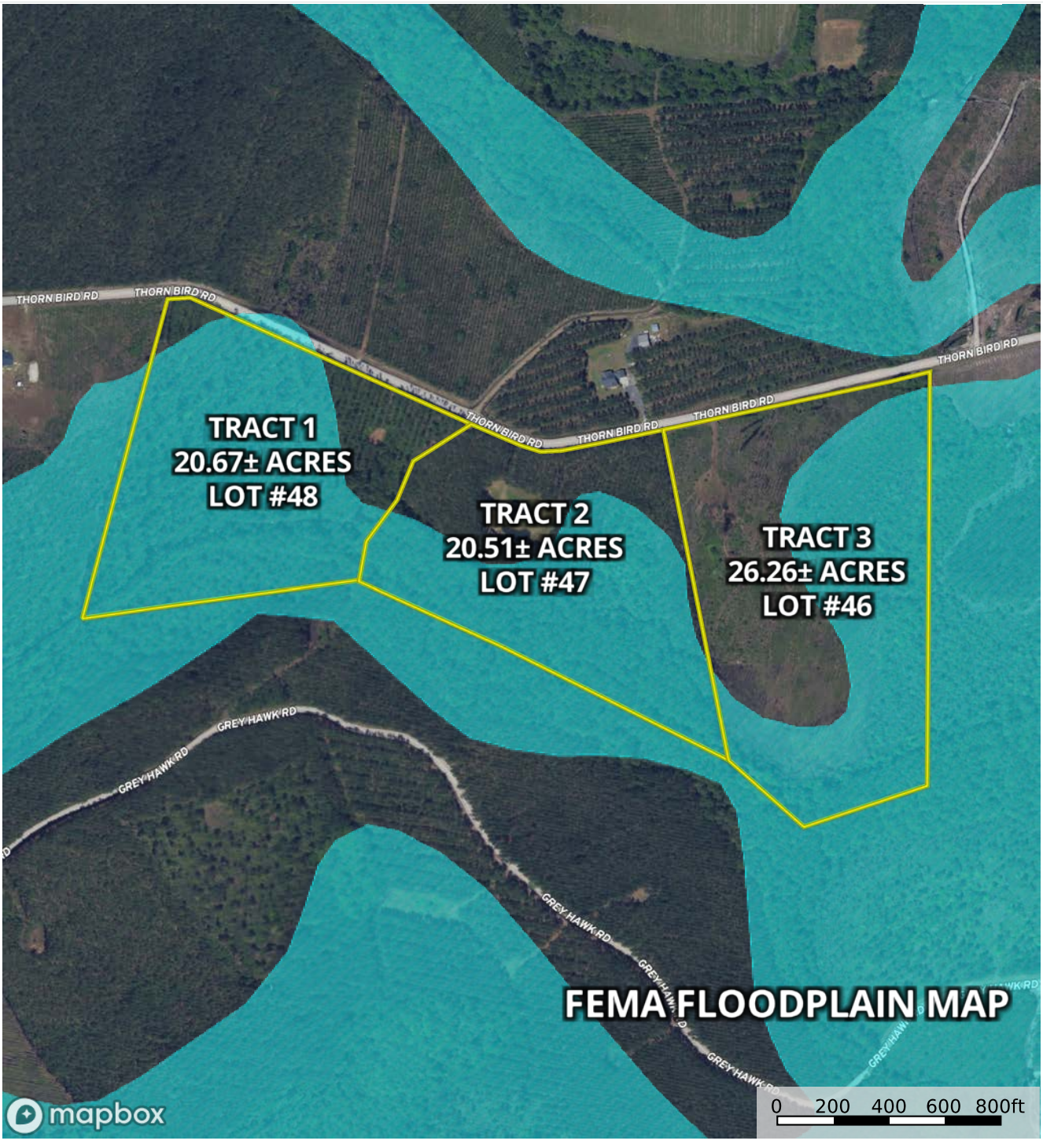
Soil Map, Tract 3

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
SuA	Surrency mucky fine sand, frequently ponded, 0 to 1 percent slopes	15.65	57.69	0	14	7w
PmB	Pelham loamy fine sand, 0 to 5 percent slopes	9.86	36.34	0	32	4w
McA	Mascotte fine sand, 0 to 2 percent slopes	1.62	5.97	0	33	4w
TOTALS		27.13(*)	100%	-	21.68	5.73

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



FEMA Floodplain Map



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U.S. Fish & Wildlife Service Wetland Map



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Declaration of Easement (Shared Driveway)

0052V
00281

BOOK 52-V PAGE 281

FILE FOR RECORD DECEMBER 29, 2006
TIME 9:00 A.M., RECORDED IN DEED
BOOK 52-V, PAGES 281-283
Melba H. Fincash
CLERK SUPERIOR COURT, WARE COUNTY, GA

Inst. No. 6326

PREPARED BY OR AT THE DIRECTION OF:
CLIFTON R. HENRY, ESQUIRE
GILBERT, HARRELL, SUMERFORD & MARTIN, P.C.
777 GLOUCESTER STREET, SUITE 200
BRUNSWICK, GEORGIA 31521

STATE OF GEORGIA, COUNTY OF WARE

DECLARATION OF EASEMENT

This Declaration of Easement, made on this 19th day of December, 2006, by **MILLWOOD PLANTATION, LLC,** a Delaware limited liability company with its principal place of business in Ware County, Georgia, as the Declarant,

WITNESSETH:

WHEREAS, the Declarant is the owner of fee simple title in and to that certain real property further described and identified as Lot 47, Millwood Plantation, Ware County, Georgia, and Lot 48, Millwood Plantation, Ware County, Georgia, as both are shown on that certain plat of survey prepared by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, dated September 21, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia at Plat Book A, Map Nos. 3539-3550, inclusive (said Lot 47 and said Lot 48 are sometimes hereinafter referred to collectively as the "Lots"); and

WHEREAS, said Lots are adjoining; and

WHEREAS, a driveway is located on the Lots with a portion of said driveway being located on each of the Lots (hereinafter referred to as the "Driveway"); and

Page 1 of 3

Declaration of Easement (Shared Driveway)

0052V
00282

BOOK 52-V PAGE 282

WHEREAS, the Driveway is identified on said plat of survey as "E-3" (hereinafter referred to as the "Easement Area"); and

WHEREAS, the Declarant recognizes the benefit appurtenant to each Lot in the continuing use of said Driveway across the Easement Area; and

WHEREAS, the Declarant desires to convey, create and establish an easement over and across the Easement Area for the benefit of each of said Lots; and

WHEREAS, the Declarant desires that said easement be granted in for the use, benefit and enjoyment of each subsequent owner and successor in title to said Lot 47 and said Lot 48, respectively.

NOW THEREFORE, the Declarant hereby declares that the Easement Area shall constitute an appurtenance of each of said Lots and that the owners of the Lots, and their visitors, shall have and are hereby granted an easement over and across the Easement Area for ingress and egress to their respective Lots without regard to the property line dividing the same, it being contemplated that the Easement Area, and the existing Driveway located on both Lots, may be so used by the owners of both Lots, and their visitors, in common.

In order to protect the value of the respective properties and to insure the proper use and enjoyment of the Easement Area, and notwithstanding the obligations of the respective parties as set forth above, the owner of one of either Lot shall have the full and unrestricted right to cause the maintenance, repair and replacement of the Driveway, or any future addition(s) or replacement(s) of same, as may be necessary to so insure the proper use and enjoyment thereof by such party. The cost of said maintenance, repair and replacement shall be the responsibility of the then owners of the Lots, equally, regardless of who caused the maintenance, repair, and/or replacement to occur.

This Declaration of Easement and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of the Declarant, and its respective legal representatives, successors, heirs, grantees, assigns and successors in title to both Lot 47 and Lot 48. All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with real property which is both hereby burdened and benefited. Any conveyance of either Lot 47 or Lot 48 shall also convey the rights, privileges, duties and obligations contained in this Declaration of Easement, regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

Page 2 of 3

Declaration of Easement (Shared Driveway)

0052V
00283

BOOK 52-V PAGE 283

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, has caused this Declaration of Easement to be duly executed and delivered under its hand and seal, on the day and year first above written.

DECLARANT: **MILLWOOD PLANTATION, LLC, a Delaware limited liability company**

BY: **NTP TIMBER PROPERTIES, LLC, a Delaware limited liability company, Manager**

BY: **NATIONAL TIMBER PARTNERS, LLC, a Delaware limited liability company, Manager**

BY: **AMERICAN LAND PARTNERS, INC., a Delaware corporation, Manager**

Gary Butler (SEAL)
By: Gary Butler

Signed, sealed and delivered
in the presence of:

Clifton R. Nemy
Unofficial Witness

Notary Public
My Commission Expires: 11/2/08

(NOTARIAL SEAL)

Rachel Lynn Haulman NOTARY PUBLIC EXPIRES Nov. 2, 2008 Glynn County, Georgia

Page 3 of 3

Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00253

RETURN TO: CLIFTON R. HENRY, ESQUIRE
GILBERT, HARRELL, SUMERFORD & MARTIN, P.C.
777 GLOUCESTER STREET
SUITE 200
BRUNSWICK, GA 31521

BOOK 52-V PAGE 253

FILE FOR RECORD DECEMBER 29, 2006
TIME 9:00 A.M., RECORDED IN DEED
BOOK 52-V PAGES 253-280
Melba H. Finch
CLERK SUPERIOR COURT, WARE COUNTY, GA

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MILLWOOD PLANTATION

Inst. No. 6325

This Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "Declaration") is made this the 6th day of December, 2006, by Millwood Plantation, LLC, a Delaware limited liability company (the "Company").

ARTICLE I
STATEMENT OF PURPOSE AND IMPOSITION OF COVENANTS

Section 1.1. Owner. The Company is the owner of the property in Ware County, Georgia, described on the attached Exhibit "A" (the "Property").

Section 1.2. Purpose. The purpose of this Declaration is to create a planned community known as Millwood Plantation on the Property ("Millwood Plantation"). The Company intends by this Declaration to protect, reserve and enhance the values and amenities of the Property; to provide for the operation, administration, use and maintenance of the Parcels and Common Areas within the Property; and to promote the health, safety and welfare of the owners of the Property.

Section 1.3. Imposition of Covenants. To accomplish the purposes indicated above, the Company hereby declares that from the date of recording this Declaration, the Property will constitute a planned community known as Millwood Plantation, and will be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants will run with the land and will be binding upon all persons or entities having any right, title, or interest in all or any part of the Property, including the Declarant, and their heirs, successors, and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each owner of any portion of the Property.

ARTICLE II
DEFINITIONS

The following terms, as used in this Declaration, are defined as follows:

Section 2.1. "Articles" or "Articles of Incorporation" means the articles of incorporation of Millwood Plantation Property Owners' Association, Inc., which have been filed with the Secretary of State of Georgia, as such articles may be amended from time to time.

Section 2.2. "Assessments" means the Annual, Special and Default Assessments levied pursuant to Article VIII to meet the estimated financial requirements of Millwood Plantation Property Owners' Association, Inc.

Page 1 of28}

Declaration of Covenants, Conditions, Restrictions & Easements

Section 2.3. "Association" means the Millwood Plantation Property Owners' Association, Inc., a Georgia nonprofit membership corporation, its successors or assigns, membership in which is mandatory for all owners of Parcels within Millwood Plantation.

Section 2.4. "Board of Directors" or "Board" means the Board of Directors of the Association, which is designated in this Declaration, the Articles of Incorporation and the Bylaws to act on behalf of and to be the governing body of the Association.

Section 2.5. "Bylaws" means the Bylaws of the Association, which establish the methods and procedures of its operation, as such Bylaws may be amended from time to time.

Section 2.6 "Millwood Plantation" means the community created by this Declaration, consisting of the Property (including any Expansion Property, after annexation of it in accordance with Article XII) and all of the Improvements located on the Property.

Section 2.7 "Millwood Plantation Documents" means the basic documents creating and governing Millwood Plantation, including, but not limited to, this Declaration, the Articles of Incorporation and Bylaws, the Plats, the Millwood Plantation Rules and any other procedures, rules, regulations or policies adopted under such documents by the Association. Any exhibit, schedule, or certification accompanying a recorded document and recorded simultaneously therewith shall be deemed an integral part of that document. Any amendment or certification of any document shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected document.

Section 2.8. "Common Area" means the real and personal property described in the attached Exhibit "C" and any other property in which the Association may now or in the future own an interest for the common use, benefit and enjoyment of some or all of the Members and such other persons as may be permitted to use the Common Area under the terms of this Declaration or any contract with the Association. Such interest owned by the Association may include, without limitation, estates in fee, estates for terms of years, or easements.

Section 2.9. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of this Declaration, to include, but not to be limited to, the following: (i) premiums for the insurance carried by the Association; (ii) all other expenses incurred by the Association in administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas and any Improvements located on them; (iii) all expenses expressly declared to be Common Expenses by the Association; (iv) all expenses lawfully determined to be Common Expenses by the Board of Directors; and (v) all expenses to be allocated among the Owners as provided in Article XIII.

Section 2.10. "Declarant" means Millwood Plantation, LLC, or its successors or assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant, as provided in Section 17.7. From the time of the recordation of any amendment to this Declaration expanding Millwood Plantation, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of Declarant.

Section 2.11. "Default Rate" means an annual rate of interest that is the lesser of (i) the rate set forth in Section 8.6.1 below, or (ii) the maximum rate permitted by applicable law.

Section 2.12. "Expansion Property" means such additional real property now owned or hereafter owned by the Declarant, or for which the Declarant has the right to develop with the consent of the owner, as Declarant may make subject to the provisions of this Declaration from time to time and in such increments as Declarant deems desirable, by duly recorded Declaration of Annexation, which property is

Declaration of Covenants, Conditions, Restrictions & Easements

more particularly described on Exhibit "B" attached to this Declaration.

Section 2.13. "Improvement(s)" means all buildings, structures, fixtures, parking areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation, and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement, renovation, or repair, which may not be included in the foregoing. "Improvement(s)" does not include routine yard maintenance. "Improvement(s)" does include both original improvements and all later changes and improvements.

Section 2.14. "Member" means any person or entity holding membership in the Association.

Section 2.15. "Owner" means the owner of record (including Declarant, and including a contract seller, but excluding a contract purchaser), whether one or more persons or entities, of fee simple title to any Parcel, or the tenant or lessee under a ground lease having a term of over fifty years, but does not mean or refer to any person or entity who holds such interest merely as security for the performance or repayment of a debt or other obligation, including a Mortgage, unless and until such person or entity has acquired fee simple title pursuant to foreclosure legal or other proceedings. Owner, as used herein, shall include the masculine or feminine gender, singular or plural usage, or corporate or any other inanimate ownership entity, as the context requires or permits.

Section 2.16. "Parcel" means any Parcel or tract of land, other than a Common Area, designated for separate ownership and occupancy and shown as a Parcel on any Plat.

Section 2.17. "Period of Declarant Control" means the period beginning on the date this Declaration is first recorded in the office of the Clerk of the Superior Court of Ware County, Georgia, and ending on the date of the earliest of the following: (i) 20 years after such recording; (ii) Declarant has sold each Parcel to a third-party Owner; or, (iii) Declarant records an instrument in the office of the Clerk of Court relinquishing Declarant Control. However, the Period of Declarant Control may be extended if the period in which Declarant may exercise Special Declarant Rights is (i) extended as allowed by law, in which case the Period of Declarant Control will be extended to the maximum period of time so allowed unless Declarant has recorded an instrument in the office of the Clerk of the Superior Court of Ware County, Georgia, relinquishing Declarant Control, or (ii) reinstated or extended by agreement between Declarant and the Association subject to whatever terms, conditions and limitations the Board of Directors may impose on the subsequent exercise by Declarant of the Special Declarant Rights. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will have all the rights and duties ordinarily given to Members under this Declaration.

Section 2.18. "Person" (whether or not in capitalized form) means a natural person, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or combination of the foregoing.

Section 2.19. "Plat" means any survey or surveys of all or part of the Property, together with such other engineering, architectural, or diagrammatic plans and information regarding the Property as may be required by applicable law, or as may be performed in the discretion of Declarant (or, subsequent to the termination of the Period of Declarant Control, in the discretion of the Association), as each such survey may be amended and supplemented from time to time, and all as recorded at the direction of Declarant (or, subsequent to the termination of the Period of Declarant Control, at the direction of the Association) in the Office of the Clerk of the Superior Court of Ware County, Georgia. The initial Plat is the plat of survey entitled "Final Plat For: Millwood Plantation, Phase 1", dated September 21, 2006, prepared by Cumberland

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Land Surveyors, signed by Matthew M. Jordan, Georgia Registered Land Surveyor No.3011 recorded in Plat Book A, Map Nos. 3539-3550 (inclusive), in said Clerk's office.

Section 2.20. "Property" means and includes the real property described on Exhibit "A" and initially subjected to this Declaration, and also refers to any additional real property that may be incorporated into Millwood Plantation from time to time and made subject to this Declaration, including, without limitation, any interest therein and any parcels of air space.

Section 2.21. "Supplemental Covenants" means additional or further restrictive covenants imposed on the all or portions of the Property and/or Expansion Property from time to time.

ARTICLE III
THE MILLWOOD PLANTATION PLANNED COMMUNITY

Section 3.1. Establishment of Planned Community. By this Declaration, Millwood Plantation is established as a planned community under this Declaration, consisting initially of 116 Parcels. Declarant reserves the Development Rights to add property to, or withdraw property from, Millwood Plantation, in accordance with Article XII below. Nothing in this Declaration commits or obligates the Declarant to develop any specified number of Parcels and no assurances about the development of any portion of the Property, or the order in which any such development may occur, are made in this Declaration.

Section 3.2. Declaration of Parcel and Common Area Boundaries. The boundaries of the Parcels and Common Areas are delineated on the Plat, and each Parcel is identified by the number noted on the Plat.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Every Owner, by virtue of being an Owner, and for so long as he is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. No Owner, whether one or more Persons, shall have more than one membership per Parcel owned, but all of the persons owning each Parcel will be entitled to rights of membership and of use and enjoyment appurtenant to such ownership, subject, however to the terms and conditions of the Millwood Plantation Documents.

Section 4.2. Transfer of Membership. An Owner shall not transfer, pledge or alienate his membership in the Association in any way except upon the sale or encumbrance of his Parcel, and then only to the purchaser or Mortgagee of his Parcel.

Section 4.3. Classes of Membership. The Association shall have two classes of voting membership. "Class A" Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Parcel owned. The "Class B" Member shall be the Declarant, or any Successor Declarant. The Bylaws may set forth additional classifications of membership from time to time.

Section 4.4. Voting Rights. All "Class A" Members will be entitled to vote on Association matters on the basis of one vote for each Parcel owned, as each Parcel is originally platted by Declarant and depicted on the Plat. The number of votes will be determined by reference to the Plat as recorded by Declarant, and may be subject to change if the Plat is changed in accordance with the provisions of this

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Declaration. The "Class B" Member shall be entitled at all times to a number of votes equal to three (3) times the total of "Class A" votes; provided, however, that "Class B" membership shall cease and become converted to "Class A" membership no later than the expiration of the Period of Declarant Control.

When more than one person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel may be exercised by one person or alternative persons as the Owners among themselves determine. If only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Parcel. If more than one of the multiple Owners is present at a meeting in person or by proxy, the vote allocated to their Parcel may be cast only in accordance with the agreement of a majority in interest of the Owners of that Parcel. There shall be a conclusive presumption of a majority agreement if any one of the multiple Owners casts the vote allocated to his Parcel without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Parcel.

The votes pertaining to any Parcel may, and, in the case of any Parcel owner not a natural person or persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Parcel Owner or, in cases where the Parcel Owner is more than one person, by or on behalf of the joint owners of the Parcel. No such proxy shall be revocable except by written notice delivered to the Association by the Parcel Owner or by any joint Owners of a Parcel. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice.

Any Owner of a Parcel that is leased may assign his voting right to the tenant, provided that a copy of the instrument of assignment is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 4.5. Appointment of Officers and Directors by Declarant. Until the expiration of the Period of Declarant Control, Declarant will retain the exclusive powers to appoint and remove Directors and Officers of the Association. Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint and remove Directors and Officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association or the Board, as described in an instrument executed and recorded by Declarant in the office of the Clerk of the Superior Court of Ware County, Georgia, be approved by Declarant before those actions become effective.

Section 4.6. Notice of Membership. Any person on becoming a Member will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board under the Bylaws or the Millwood Plantation Rules, vesting the person with the interest required to making him a Member. At the same time, the Member will provide the Association with the single name and address to which the Association will send any notices given pursuant to the Millwood Plantation Documents. The Member will state in such notice the voting interest in the Association to which the Member believes he is entitled and the basis for that determination. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Member will give a new written notice to the Association containing all of the information required to be covered in the original notice. The Association will keep and reserve the most recent written notice received by the Association with respect to each Member.

Section 4.7. Owner's and Association's Addresses for Notices. All Owners of each Parcel will have one and the same registered mailing address to be used by the Association or other Owners for notices,

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demands and all other communications regarding Association matters. The Owner or Owners of a Parcel shall furnish the registered address to the Secretary of the Association within five days after receiving title to the Parcel. The registration shall be in written form and signed by all of the Owners of the Parcel or by such persons as are authorized by law to represent the interests of all Owners of the Parcel.

If no address is registered or if all of the Owners cannot agree, then the address of the Parcel will be deemed the registered address until another registered address is furnished as required under this section.

If the address of the Parcel is the registered address of the Owners, then any notice may be deemed duly given if delivered to any person occupying the Parcel or sent to the Parcel by any other means specified for a particular notice in any of the Millwood Plantation Documents, or if the Parcel is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.

All notices given under this Declaration may be sent by personal delivery, which will be effective upon receipt; by overnight courier service, which will be effective one business day following timely deposit with a courier service; or by regular, registered or certified mail, postage prepaid, which will be effective three days after deposit in the U.S. Mail.

Section 4.8. Compliance with Millwood Plantation Documents. Each Owner and all those entitled to occupy a Parcel shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Millwood Plantation Documents. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owner on their own behalf or as a class action. The Association shall be empowered to impose and assess fines and to temporarily suspend voting rights and the right of use of certain of the Common Area and services paid as a Common Expense in order to enforce such compliance; provided, however, that no such suspension shall deny any Owner or occupants access to the Parcel owned or occupied.

ARTICLE V
POWERS AND DUTIES OF THE ASSOCIATION; COMMON, LIMITED COMMON AND OTHER AREAS

Section 5.1. The Association Management Duties. Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Owners, the Association will be responsible for the administration and operation of Millwood Plantation. The Board of Directors will exercise on behalf of the Association all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Millwood Plantation Documents, or other applicable law.

Section 5.2. Common Area.

5.2.1. Conveyance by Declarant. Declarant may convey to the Association, by written instrument recorded with the Clerk of Court, selected parcels of the Property more fully described on the attached Exhibit "C", including any Improvements located on and the rights and easements appurtenant to such property. From time to time before the expiration of the Period of Declarant Control, Declarant may also, but shall not be obligated to, convey to the Association, by written instrument recorded

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with the Clerk of the Superior Court of Ware County, Georgia, other parts of the Property (including Parcels or portions of the Expansion Property) as Common Area, including any roads and streets within the Expansion Property or outside the boundaries of the Expansion Property but necessary or desirable for access to any of the Property or Expansion Property. Declarant may also designate on the Plats areas which shall constitute Common Area and by so designating shall also hereby expressly convey such areas to the Association for the uses and under the terms hereof.

5.2.2. Use of Common Area. The Common Area generally is designated by this Declaration for the common use, benefit and enjoyment of the Owners and their families, tenants, employees, guests and invitees, and such other persons as may be permitted to use the Common Area by agreement established under Sections 5.2.6 or 5.2.7.

5.2.3. No Dedication to the Public. Nothing in this Declaration or the other Millwood Plantation Documents will be construed as a dedication to public use, or a grant to any public municipal, quasi-municipal or county authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

5.2.4. The Association's Responsibility for Common Area. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area and all Improvements on the Common Area, and shall keep it in good, clean, and attractive condition and repair consistent with the standards of Millwood Plantation.

5.2.5. Declarant's Right to Perform for the Account of the Association. In the event the Association does not repair or maintain the Common Area, Declarant shall have the right, but not the obligation, to perform such duties for the Association. In that event, Declarant shall be entitled to reimbursement from the Association of all costs incurred by Declarant, such reimbursement being due within thirty (30) days after the receipt by the Association of an invoice from Declarant, itemizing the costs incurred. After expiration of the thirty (30) day period allowed for payment, Declarant may collect interest on the amount due at the Default Rate.

5.2.6. Declarant's Agreements Regarding Common Area. Declarant hereby reserves the right to grant easements, rights-of-way, leases, licenses and concessions through or over the Common Area without approval by the Association, the Board, or the Owners, under such terms as may be acceptable to Declarant from time to time, subject, however to the rights of the Owners to use the Common Area as provided in this Declaration. Without limiting the generality of the foregoing, the Declarant may grant such rights to suppliers of utilities serving Millwood Plantation or property adjacent to Millwood Plantation, and to developers or owners of the property adjacent to Millwood Plantation for the purpose of accommodating minor encroachments onto the Common Area, accessing adjoining property, or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners.

5.2.7. Association's Agreements Regarding Common Area. The Association, acting through the Board of Directors, may grant easements, rights-of-way, leases, licenses and concessions through or over the Common Area without the independent approval by the Owners, subject, however, to the rights of Declarant and the Owners to use the Common Area as provided in this Declaration. Without limiting the generality of the foregoing, the Association may grant such rights to suppliers of utilities serving Millwood Plantation or property adjacent to Millwood Plantation, and to developers or owners of the property adjacent to Millwood Plantation for the purpose of accommodating minor encroachments onto

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the Common Area, accessing adjoining property, or other purposes that do not unreasonably interfere with the use and enjoyment of the Common Area by the Owners.

Section 5.3. Rules and Regulations. From time to time and subject to the provisions of the Millwood Plantation Documents, the Board of Directors may adopt, amend and repeal rules and regulations, to be known as the "Millwood Plantation Rules," governing among other things and without limitation: (i) the use of the Common Area; and (ii) the use of private roads, if any, within Millwood Plantation that are not designated as Common Area. A copy of the Millwood Plantation Rules in effect will be distributed to each Member of the Association, and any change in the Millwood Plantation Rules will be distributed to each Member within a reasonable time following the effective date of the change.

Section 5.4. Ownership of Personal Property and Real Property for Common Use. The Association, through its Board of Directors, may acquire, hold and dispose of personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within Millwood Plantation and conveyed to the Association by Declarant.

Section 5.5. Roads.

5.5.1. General Maintenance Obligations. The Association shall be responsible for the maintenance of all roads within Millwood Plantation. Such maintenance will include periodic maintenance of the surface and regular trash removal from all roads (but specifically excluding private driveways located within Parcels) on the Property and shall include the maintenance of the road shoulders, including mowing, planting and seeding. The Board will cooperate with the applicable traffic and fire control officials to post the roads and streets with traffic control, fire lane, and parking regulation signs.

5.5.2. Declarant Reservation. Declarant reserves the exclusive right to determine and designate the extent and location of "Fox Den Court," "Raven Court," "Thornbird Road," "Grey Hawk Road," "Chickadee Road," "Purple Martin Lane," "Barn Owl Lane," "Redbird Drive," "Eagle Lane," "Yellow Perch Court," "North Farms Edge Road," "Winged Teal Road," or any other road within the Property or the Expansion Property. Declarant hereby reserves under and across all such roads an easement unto itself, its successors and assigns, for ingress and egress to any other property which it owns or may hereafter own, or have the right to develop with the consent of the owner thereof, which may be accessed by such roads. Additionally, the Declarant reserves the right to grant easements, rights-of-way, leases, licenses and concessions through or over the roads without approval by the Association, the Board, or the Owners, under such terms as may be acceptable to Declarant from time to time, subject, however to the rights of the Owners to use the roads as provided in this Declaration.

Section 5.6. Gates. The Association shall be responsible for the operation and maintenance of any gates to be located at the entrances of Millwood Plantation.

Section 5.7. Books and Records. The Association shall make available for inspection by Owners and Mortgagees, upon request, during normal business hours or under other reasonable circumstances, current copies of Millwood Plantation Documents, and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 5.8. Reserve Account. The Association may establish and maintain a reserve fund from Annual Assessments levied pursuant to Section 8.3 below for maintenance, repair or replacement of the Common Area and Improvements located within the Common Area that must be replaced on a periodic basis and for any other facilities made available to the Association that must be replaced on a periodic basis

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with contribution from the Association.

Section 5.9. Successor to Declarant. The Association shall succeed to all of the rights, duties and responsibilities of Declarant under this Declaration upon termination of the Period of Declarant Control. Notwithstanding the preceding sentence, the Association will not succeed to any rights of Declarant regarding any portion of the Expansion Property which has not then been incorporated into the Property, or to any rights of Declarant regarding any portion of the Property which has then been withdrawn from the Property.

Section 5.10. Implied Rights and Obligations. The Association shall perform all of the duties and obligations imposed on it expressly by the Millwood Plantation Documents, together with every other duty or obligation reasonably to be implied from the express provisions of the Millwood Plantation Documents or reasonably necessary to satisfy any such duty or obligation. The Association may exercise any other right or privilege (i) given to it expressly by the Millwood Plantation Documents, (ii) reasonably to be implied from the existence of another right or privilege given expressly by the Millwood Plantation Documents, or (iii) reasonably necessary to effectuate any such right or privilege.

ARTICLE VI
PROPERTY USE RESTRICTIONS

Section 6.1. General Restriction. The Property may be used only for the purposes set forth in this Declaration, as permitted by the applicable zoning and other ordinances of Ware County and the laws of the State of Georgia and the United States, and as set forth in the Millwood Plantation Documents or other specific recorded covenants affecting all or any part of the Property.

Section 6.2. Residential Use of Parcels. Each Parcel may be used only for residential or agricultural purposes. No business or commercial building may be erected on any Parcel, and no business or commercial enterprise or other non-residential use may be conducted on any part of a Parcel. No mining, quarrying, drilling, or other means of extracting minerals of any kind whatsoever shall be permitted on any Parcel.

Section 6.3. Temporary Structures/Mobile Homes. No temporary structures shall be located on the Property except as may be determined to be necessary during construction by the Board, or except as necessary for the exercise by Declarant of the Special Declarant Rights. No mobile homes, manufactured housing, doublewides, or modular units, shall be constructed on or placed on any Parcel. This provision, however, shall not preclude the construction of homes consisting of packaged components that are delivered and assembled on site such as log cabins or beam homes, and shall not preclude the Declarant from temporary uses of Parcels or other portions of the Property for model homes, parking Parcels, construction trailer, construction storage areas and/or sales offices, during the Period of Declarant Control.

Section 6.4. Dwelling Quality and Size. All principal residential dwellings shall be made and constructed out of quality workmanship and materials. The exterior of each principal residential dwelling must be completed within one (1) year of the commencing of construction. For single story dwellings, the main structure shall be not less than sixteen hundred (1600) square feet of heated and air-conditioned space. For two story dwellings, the first floor shall have a minimum of twelve hundred (1200) square feet of heated and air-conditioned space.

Section 6.5. Water and Sanitation. Individual wells and septic systems are required for service to the Parcels and must be constructed and operated in strict compliance with local building, zoning, and

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health regulations.

Section 6.6. Animals and Pets. Domesticated Animals and pets are authorized on the Property, to specifically include horses and ponies. Notwithstanding this provision, no part of the Property may be used as a pig farm, poultry farm, or similar farm operation which creates noxious or offensive odors or other nuisance-like disturbances to other Owners.

Section 6.7. Signs. No signs of any kind shall be displayed to the public view on any parcel, except one (1) sign of not more than five hundred (500) square inches identifying the owners of the parcel. Signs of not more than five (5) square feet may be used by a builder to advertise and identify the builder during the construction phase of a dwelling for a period of not more than one (1) year from the commencement of construction. All signs must be properly set on a post and not placed on trees or structures. Notwithstanding the foregoing, Declarant specifically reserves the right to itself, its successors, nominees and assigns to place and maintain signs in connection with identification or information anywhere on the property, including, but not limited to "For Sale" signs, display signs, directional signs, and identification signs of common areas. The size of signs placed by the Declarant or its successors, nominees or assigns may be larger than stated herein.

Section 6.8. Motorized Vehicles. Trail bikes, all terrain vehicles, four wheelers, gasoline powered golf carts, recreational vehicles, motor homes, motor coaches, campers, trailers, boats, boat trailers or similar vehicles may be parked or kept on a Parcel provided they remain hidden from the view at all times from other Parcels or Common Areas. This restriction, however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or for Declarant or the other Owners.

Section 6.9. Maintenance. All Parcels shall be kept in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation. Maintenance shall include mowing of lawns and removing any dead or damaged trees or underbrush on a regular basis, if such lawns, fields, trees, or underbrush are visible from any other Parcel or Common Area. Open fields shall be mowed and/or bush-hogged at least twice a year. If any Parcel is not so maintained by its Owner, the Association may carry out such maintenance at the expense of the Owner, under the terms and conditions set forth in Section 7.1.

Section 6.10. Trash. No trash, ashes, garbage construction materials or other refuse may be thrown, dumped, or allowed to remain on any land or area within the Property, and there may be no burning or other disposal of refuse on the Property. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance. If trash, ashes, garbage, construction materials, or other refuse is allowed to remain on a Parcel, the Association may provide written notice to the Parcel Owner requiring its removal within seventy-two (72) hours. If such trash, ashes, garbage, construction materials, or the refuse is not removed within said period, the Association may remove it without liability, and the expense of removal will be a Default Assessment charged against the Owner as provided in Section 8.6.

Section 6.11. Nuisance. No obnoxious or offensive activity may be carried on within the Property, nor may anything be done or permitted which will constitute a public nuisance. No noise or other nuisance may be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

Section 6.12. Subdivision or Combination of Parcels. Declarant makes no representations or

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warranties as to further subdivision of any Parcel within the Property. However, in the event that a Parcel is subdivided by an Owner, it shall not be subdivided into Parcels(s) being less than the greater of: (i) 5 acres or having the effect of leaving the original Parcel subdivided being less than 5 acres; or (2) the minimum allowed by any local ordinances or laws governing subdivisions. Any subdivision must comply with the requirements of Ware County, Georgia, and any specific subdivision or zoning approvals thereunder. If any subdivision occurs, all provisions of this Declaration shall apply to each such subdivided Parcel. No Parcels may be combined without the approval of the Board. If a Parcel is subdivided or two or more Parcels are combined under this provision, the votes in the Association may be re-allocated among the Parcels as reasonably determined by the Board. If a non-Exempt Parcel is subdivided, the newly created Parcels shall each be liable for the Assessments contemplated herein and shall be treated as separate Parcels for such purpose. If multiple non-Exempt Parcels are combined into one, said created Parcel shall be treated for purposes of allocating and collecting Assessments as the original non-Exempt Parcels were and shall remain liable for the multiple assessments.

Section 6.13. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Without limiting the generality of the foregoing, each Owner shall abide by any wildlife regulations imposed by the Association or any agency or authority having jurisdiction over the Property. Further, no Owner may dispose or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

Section 6.14. Enforcement. The Association may take such action as it deems advisable to enforce this Declaration. In addition, the Association shall have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the Association in connection with such enforcement which remain unpaid thirty (30) days after the Association has given notice of the cost to the Owner may be subject to interest at the Default Rate from the date of the advance by the Association through the date of payment in full by the Owner, and may be treated as a Default Assessment enforceable as provided in Article VIII.

ARTICLE VII
ASSOCIATION'S AND OWNERS' OBLIGATIONS FOR MAINTENANCE

Section 7.1. Responsibility for Parcels. Except as otherwise provided in the Millwood Plantation Documents or by written agreement with the Association, as to the Parcels, all maintenance of a Parcel and the Improvements located on it shall be the sole responsibility of the Owner of the Parcel. Each Owner shall maintain his Parcel in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation. The Association may, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board, the level and quality of maintenance being provided by such Owner does not satisfy such standard and the Association is hereby granted a general easement over, across, upon, in and under all exterior portions of such Parcel or the Improvements located thereon for such maintenance and repair purposes. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued remedial action within thirty (30) days after the mailing of such

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written notice, the Association may proceed. The expenses of the maintenance by the Board shall be reimbursed to the Association by the Owner within thirty (30) days after the Association notifies the Owner of the amount due, and any sum not reimbursed within that thirty (30) day period will bear interest at the Default Rate from the date of the expenditure until payment in full. Such charges will be a Default Assessment enforceable as provided in Article VIII.

Section 7.2 Responsibility for Common Areas. Except as otherwise provided in the Millwood Plantation Documents, all maintenance of the Common Areas and the Improvements located thereon shall be the responsibility of the Association. The Association shall maintain the Common Areas in a clean and attractive manner, and in accordance with the community-wide standard of Millwood Plantation.

Section 7.3. Owner's Negligence. If the need for maintenance, repair or replacement of any portion of the Common Area (including Improvements located thereon) arises because of the negligent or willful act or omission of an Owner or his family member, guest, invitee or tenant, then the expenses incurred by the Association for the maintenance, repair or replacement may be assessed as a personal obligation of that Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after the notice to the Owner of the amount owed, then those expenses will bear interest at the Default Rate from the date of the advance by the Association until payment by the responsible Owner in full, and all such expenses and interest will become a Default Assessment enforceable in accordance with Article VIII.

ARTICLE VIII
ASSESSMENTS

Section 8.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Parcel owned within the Property not excluded hereinbelow, hereby covenants, and each Owner of any Parcel not excluded hereinbelow (collectively the "non-Exempt Parcels"), by accepting a deed for a Parcel, is deemed to covenant to pay to the Association (1) the Annual Assessment imposed by the Board of Directors as necessary to fund the Maintenance Fund and to generally carry out the functions of the Association; (2) Special Assessments for capital improvements and other purposes as stated in this Declaration; and (3) Default Assessments which may be assessed against a Parcel pursuant to the Association for the Owner's failure to perform an obligation under the Millwood Plantation Documents or because the Association has incurred an expense on behalf of the Owner under the Millwood Plantation Documents.

All Assessments, together with fines, interest, costs, reasonable attorneys' fees and other necessary and related charges, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such Assessment is made until paid, except as may be otherwise set forth herein.

Each such Assessment, together with fines, interest, costs, reasonable attorneys' fees and other charges described herein, shall also be the personal and individual obligation of the Owner of such Parcel as of the time the Assessment falls due, and two or more Owners of a Parcel shall be jointly and severally liable for such obligations. No Owner may exempt himself from liability for any Assessments by abandonment of his Parcel or by waiver of the use or enjoyment of the Common Area. A suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

The following Parcels are exempt from the Annual Assessment and Special Assessments: Parcels

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14, 15, 71, 72, 73, 74, 75, 82, 83, 84, 85, 87, 88, 89, 90, 91, 107, 111, 112, 113, 114, 115, and 116.

Section 8.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of Millwood Plantation.

Section 8.3. Annual Assessments.

8.3.1. Calculation of Annual Assessments. The Board of Directors shall prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association Annual Assessments for Common Expenses may be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the Common Area; maintenance required under Article VII; expenses of management; ad valorem taxes or other charges against the Common Area; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any deficit remaining from a previous Assessment period; and the supplementing of the reserve fund for general, routine maintenance, repairs and replacement of improvements within the Common Area on a periodic besis, as needed, as contemplated under Article V.

8.3.2. Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner's share of the Common Expenses, with the total liability of the Owners being divided equally among the non -Exempt Parcels, except as otherwise may be set forth herein. Declarant shall be responsible for the payment of the share of the Common Expenses for each non-Exempt Parcel it owns. Accordingly, at any given time, an Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of non-Exempt Parcels owned by the Owner, and the denominator of which is the number of non-Exempt Parcels then platted and incorporated within Millwood Plantation.

8.3.3. Collection. Annual Assessments may be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they shall be payable annually in advance on the first day of July of each year. The omission or failure of the Association to fix the Annual Assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make pro rata refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

8.3.4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence as to all non-Exempt Parcels on the first day of the next month following the date this Declaration is first recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia. The Annual Assessments shall commence for non-Exempt Parcels contained in each phase of Expansion Property incorporated in the Property on the first day of the month following the recording of the Declaration of Annexation incorporating them into the Property, and shall be prorated according to the number of months remaining in the calendar year.

Section 8.4. Special Assessments.

8.4.1. Determination by Board. The Board of Directors may levy in any fiscal year one or more Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Area, including necessary fixtures and personal property related thereto, or,

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after adopting and submitting a revised budget to the Association, to make up any shortfall in the current year's budget.

8.4.2. Apportionment and Collection of Special Assessments. The Board shall apportion Special Assessments among the non-Exempt Parcels according to the same guidelines as set forth for Annual Assessments in Section 8.3.2.

8.4.3. Notice. Notice of the amount and due dates for such Special Assessments must be sent to each Owner at least thirty (30) days prior to the due date. Payments for Special Assessments shall be made in full on or before the due date.

Section 8.5. Default Assessments. All monetary fines, penalties, interest or other charges or fees (excluding Annual and Special Assessments) levied against an Owner pursuant to the Millwood Plantation Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Millwood Plantation Documents, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Millwood Plantation Documents, constitutes a Default Assessment, enforceable as provided in this Declaration below.

Section 8.6. General Remedies of Association for Nonpayment of Assessment. Any installment of an Annual Assessment or a Special Assessment which is not paid within thirty (30) days after its due date shall be delinquent. In the event that an installment of an Annual or Special Assessment becomes delinquent, or in the event any Default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

8.6.1. Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time and not in excess of the greater of $10.00 or 10 percent of the amount of each Assessment or installment thereof not paid when due;

8.6.2. Charge interest from the date of delinquency at the Default Rate which shall not be in excess of 10 percent per annum interest on each Assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;

8.6.3. Suspend the voting rights of the Owner during any period of delinquency;

8.6.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;

8.6.5. Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;

8.6.6. File a statement of lien with respect to the Parcel and foreclose as set forth in more detail below; and,

8.6.7. Assess a charge equal to the fair rental value of the Parcel from the time of the institution of an action until the sale of the Parcel at foreclosure or until judgment rendered in the action is otherwise satisfied.

The remedies provided under this Declaration are not exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.7. Assessment Lien. Any Assessment chargeable to a Parcel shall constitute a lien on the Parcel, effective the due date of the Assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel, the name of the Association, and the delinquent Assessments amounts then owing together with authorized late charges and interest accrued thereon. Any such statement

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shall be duly signed and acknowledged by the President or a Vice-President of the Association or by the Manager, and will be served upon the Owner of the Parcel by certified mail, return receipt requested, to the address of the Parcel and at such other address as the Association may have in its records for the Owner. At least ten (10) days after the Association mails the statement to the Owner, if the total amount due remains unpaid, the Association may record the statement in the Office of the Clerk of the Superior Court of Ware County, Georgia. Thirty (30) days following the mailing of such statement or notice to the Owner, the Association may proceed by an action, judgment, and foreclosure of the statement of lien in the same manner as other liens for the improvement of real property under the statutes of the State of Georgia. The Association may bid on a Parcel at foreclosure sale and may acquire, hold, lease, mortgage and convey the Parcel. The lien for Assessments shall lapse and be of no further effect, as to Assessments or installments thereof, together with late charges and interest applicable thereto, which first became due and payable more than three years prior to the date upon which the notice is given or more than three years prior to the institution of an action therefor if an action is not instituted within ninety (90) days after the giving of the notice. The lien rights provided herein shall not apply to any portion of the Property owned by the Declarant.

Section 8.8. Successor's Liability for Assessment. All successors to the fee simple title of a Parcel, except as provided in Section 8.10, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorney fees against such Parcel without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor will not be personal and will terminate upon termination of such successor's fee simple interest in the Parcel. In addition, such successor shall be entitled to rely on the statement of status of Assessments by or on behalf of the Association under Section 8.12 and shall not be liable for nor shall the Parcel conveyed be subject to a lien for any unpaid Assessments against such prior Owner in excess of any amount set forth in the statement.

Section 8.9. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the Assessments shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Georgia, and to all other liens and encumbrances except the following:

8.9.1. Liens and encumbrances recorded before the date of the recording of this Declaration;

8.9.2. Liens for real estate taxes and other governmental assessments or charges duly imposed against the Parcel by a Georgia governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

8.9.3. The lien for all sums unpaid on a First Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, including any and all advances made by the First Mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien.

With respect to Section 8.9.3, any First Mortgagee or holder of a secondary purchase money mortgage of record who acquires title to a Parcel by virtue of foreclosing such mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of such mortgage, may take the Parcel free of any claims for unpaid Assessments, interest, late charges, costs, expenses, and attorney fees against the Parcel which accrue prior to the time such mortgage holder or purchaser acquires title to the Parcel; provided, however, that such unpaid Assessments and related costs and expenses shall be deemed to be a Common Expense collectable from all Owners, including such Mortgagee or other Person

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and his or her successors, successors-in-title, and assigns.

All other persons who hold a lien or encumbrance of any type not described in Sections 8.9.1 through 8.9.3 shall be deemed to consent that the lien or encumbrance shall be subordinate to the Association's future liens for Assessments, interest, late charges, costs, expenses and attorney fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 8.10. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any Parcel to enforce any of the liens to which the lien for Assessments is subordinate shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. The amount of such extinguished lien may be reallocated and assessed to all Parcels as a Common Expense at the direction of the Board of Directors. However, no such sale or transfer will relieve the purchaser or transferee of a Parcel from liability for, or the Parcel from the lien of, any Assessments made after the sale or transfer.

Section 8.11. Statement of Status of Assessments. Upon request, the Association will furnish to an Owner or his designee, to any Mortgagee, to a person having executed a contract for the purchase of a Parcel, or to any lender considering the loan of funds to be secured by a Parcel, a statement setting forth the amount of unpaid Assessments then levied against the Parcel in which the Owner, designee or Mortgagee has an interest. The Association will deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested, to the address directed by the inquiring party within 14 business days after the registered office of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested or as otherwise required by the Act. The information contained in such statement, when signed by the Treasurer of the Association or the Manager, will be conclusive upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.12. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in connection may be assessed retroactively by the Association in accordance with any budget procedures as may be required by the Bylaws.

ARTICLE IX
PROPERTY RIGHTS OF OWNERS

Section 9.1. Owner's Easements of Access and Enjoyment. Every Owner has a perpetual, nonexclusive easement for access to and from his Parcel and for the use and enjoyment of the Common Area, which easement is appurtenant to and will pass with the title to every Parcel, subject to the provisions set forth in this Article. This easement for use and enjoyment of the Common Area shall include equestrian riding activities over, across, and upon the Common Area, including the roads thereon.

Section 9.2. Delegation of Use. Any Owner may delegate the rights of access and enjoyment described in Section 9.1 above to his tenants, employees, family, guests or invitees, subject, however, to the terms and conditions of the Millwood Plantation Documents, including the Millwood Plantation Rules,

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which may place restrictions on the use of the Common Areas.

Section 9.3. Easements of Record and of Use. The Property will be subject to all easements shown on the Plats and to any other easements of record or of use as of the date of recordation of this Declaration, or any easement over the Common Areas later granted by the Declarant under its reservation of such right set forth in this Declaration.

Section 9.4. Emergency and Garbage Access Easement. The Property is subject to and a general easement is hereby granted to all police, fire protection, ambulance, and all other similar emergency agencies or persons, and for garbage collection agencies or persons, to enter upon all roads and upon the Property in the proper performance of their duties. However, no assurances are made by the Declarant as to the prompt, timely arrival of public safety vehicles or the prompt, timely delivery of public safety services.

ARTICLE X
SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 10.1. General Provisions. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights:

10.1.1. Completion of Improvements. The right to complete any Improvements as indicated or permitted on any Plat filed with respect to the Property, including the Expansion Property. Declarant shall specifically have the right to vary from time to time the nature or type of Improvements constructed in Millwood Plantation and the construction of a certain type of Improvement in one such area shall not obligate the Declarant to construct the same nature or type of Improvements in other areas.

10.1.2. Development Rights. The right to exercise all "development rights," as defined from time to time under Georgia law (and so referred to here as "Development Rights"), including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(a) The right to annex all or part of the Expansion Property to the Property, in accordance with Article XII.

(b) The right to create Parcels and Common Area on the Property, including the Expansion Property.

(c) The right to subdivide Parcels and convert Parcels into Common Area on any part of the Property, including the Expansion Property. If any new Parcels are created by the subdivision, or if any Parcels are converted into Common Area, the votes in the Association and the liability for Common Expenses related to said Parcels shall be re-allocated as reasonably determined by the Board.

(d) The right to withdraw property, whether contained within the Property initially subject to this Declaration or within the Expansion Property, from the Property, as provided in Article XII.

10.1.3. Sales Activities. The right to maintain one sales office, one management office, signs advertising the Property and model residences the Property, including on the Common Area and on Parcels owned by Declarant, whether contained within the Property initially subject to this Declaration, or within the Expansion Property.

10.1.4. Easements. The right to use easements through the Common Area on the Property, including the Expansion Property, for the purpose of making Improvements on the Property and the Expansion Property.

10.1.5. Association Directors and Officers. The right to appoint any officer or director of the Association, as provided in this Declaration or the Bylaws.

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10.1.6. Order of Exercise of Declarant's Rights. Declarant makes no representations and gives no assurances regarding the legal description or the boundaries of any phase of the Expansion Property or the order in which the phases of the Expansion Property may be developed. Further, the fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on the one portion of the Property (including the Expansion Property) will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to on any other portion of the Property (including the Expansion Property).

Section 10.2. Utility Easements. The Property is subject to and the Declarant hereby creates a general easement upon, across, over, in, and under the Common Areas for ingress and egress and for installation, replacement, repair, and maintenance of any utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system, if such systems are installed on the Common Areas now or in the future. By virtue of this easement, it will be expressly permissible and proper for the companies providing water, sewer, electrical, television, telephone and other services to install and maintain necessary equipment on the Common Areas and to affix and maintain water, sewer, electrical, television, communications, and telephone wires, circuits, pipes, and conduits under the Common Areas. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Common Area without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

Section 10.3. Maintenance Easement. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Millwood Plantation Documents, including the right to enter upon any Parcel for the purpose of performing maintenance to the Parcel or the Improvements located thereon, as authorized by the Millwood Plantation Documents. This maintenance easement shall specifically include a perpetual, non-exclusive easement for the construction and maintenance of entry features, signage and related improvements and landscaping and irrigation over, across and through portions of the Property more particularly described in Exhibit "C" attached hereto and incorporated herein ("Entrance Feature/Landscape Areas").

Section 10.4. Drainage Easement. An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts shall be made to use this easement so as not to disturb the uses of the Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable

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condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board of Directors prior to undertaking such drainage work, which approval will not be unreasonably withheld.

Section 10.5. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary of incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Parcel by that Owner or his family, tenants, employees, guests, or invitees.

Section 10.6. Easements Deemed Created. All conveyances of Parcels hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

Section 10.7 Plat Revisions. The Declarant reserves the right to record revised, amended, or additional Plats that only affect internal boundaries between Parcels, combine Parcels, or subdivide Parcels shown on a Plat, including the original Plat and, so long as they do not alter the overall property submitted to the Declaration, and such revised, amended or additional Plats shall not necessitate an amendment to this Declaration

ARTICLE XI
INSURANCE AND HAZARD LOSSES

The Board of Directors, or its duly authorized agent, shall have the authority, at its sole and exclusive discretion, to obtain insurance for all insurable improvements on the Common Area as it shall determine from time to time to be desirable, including, but not limited to, liability insurance, directors and officers liability insurance, and flood insurance, with all such premiums and associated costs being included as part of the Annual Assessment.

ARTICLE XII
EXPANSION AND WITHDRAWAL

Section 12.1. Reservation of Right to Expand. Declarant reserves the right, but shall not be obligated, to expand the effect of this Declaration to include all or part of the Expansion Property. The consent of the existing Parcel Owners and Mortgagees shall not be required for any such expansion, and Declarant may proceed with such expansion without limitation at its sole option. Declarant shall have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Declarant shall pay all taxes and other governmental assessments relating to the Expansion Property as long as Declarant is the owner of such property.

Section 12.2. Declaration of Annexation. Any expansion of Millwood Plantation may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the records of the Office of Clerk of the Superior Court of Ware County, Georgia, before the expiration of the Period of Declarant Control. The Declaration of Annexation shall describe the real property to be expanded,

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submitting it to this Declaration and provide for voting rights and Assessments allocations as provided in this Declaration. Specifically, each such Parcel shall be allocated one vote, and for those Parcels not adjacent to a public right-of-way, the liability for the Common Expenses shall be equal to the liability allocated to each of the other non-Exempt Parcels, and the proportionate voting interest and allocation of Common Expenses for the other non-Exempt Parcels will be adjusted accordingly. Such Declaration of Annexation shall not require the consent of Owners. Any such expansion will be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Upon the recordation of any such Declaration of Annexation, the definitions used in this Declaration shall be deemed expanded automatically to encompass and refer to Millwood Plantation as expanded. Such Declaration of Annexation may add supplemental covenants peculiar to the Expansion Property in question, or delete or modify provisions of this Declaration as it applies to the Expansion Property added. However, this Declaration may not be modified with respect to that portion of the Property already subject to this Declaration, except as provided below for the withdrawal of property, or amendment to this Declaration.

Section 12.3. Withdrawal of Property. Declarant reserves the right to withdraw from the jurisdiction of this Declaration any parcel or part of the Property (including the Expansion Property), by recording a Declaration of Withdrawal. Such Declaration of Withdrawal shall not require the consent of Owners except for those Owners who may own any Parcel that is part of the Property being withdrawn. Any such withdrawal shall be effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein.

Upon the recordation of any such Declaration of Withdrawal, the definitions used in this Declaration shall be deemed modified automatically to exclude the property withdrawn and to refer to Millwood Plantation as modified. Such Declaration of Withdrawal may delete or modify provisions of this Declaration as it applies to the property withdrawn.

ARTICLE XIII
MORTGAGEE PROTECTIONS

Section 13.1. First Mortgagees' Rights.

13.1.1. Payment of Taxes and Insurance. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area or Improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area. First Mortgagees making such payments will be owed immediate reimbursement from the Association.

13.1.2. Cure of Delinquent Assessments. A First Mortgagee shall be entitled to cure any delinquency of the Owner of the Parcel encumbered by the First Mortgagee in the payment of Assessments. In that event, the eligible Mortgage Holder shall be entitled to obtain a release from the lien imposed or perfected by reasons of such delinquency.

Section 13.2. Title Taken by First Mortgagee. Any First Mortgagee who obtains title to a Parcel pursuant to the remedies provided in the First Mortgage, including foreclosure of the First Mortgage, shall be liable for all Assessments due and payable as of the date title of the Parcel vests in the First Mortgagee under the statutes of Georgia governing foreclosures. Such First Mortgagee shall not be liable for any

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unpaid dues and charges attributable to the Parcel which occurred prior to the date such title vests in the First Mortgagee; provided, however, that the unpaid share of an Assessment or Assessments shall be deemed to be a Common Expense collectable from all of the Owners, including such First Mortgagee.

ARTICLE XIV
ENFORCEMENT OF DECLARATION

Section 14.1. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Millwood Plantation Documents as the same may be amended from time to time.

Section 14.2. Failure to Comply. Failure to comply with the Millwood Plantation Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Bylaws will be given to the delinquent party prior to commencing any legal proceedings.

Section 14.3. Violations Deemed a Nuisance. Without limiting the remedies available to any party under this Declaration, every violation of this Declaration or any of the other the Millwood Plantation Documents shall be deemed to be a nuisance and shall be subject to all the remedies provided for the abatement of the violation.

Section 14.4. Who May Enforce. Any action to enforce the Millwood Plantation Documents may be brought by Declarant, the Board, or the Manager in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Millwood Plantation Documents, then the aggrieved Owner may bring such an action.

Section 14.5. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 14.6. No Waiver. The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Owner to enforce the Millwood Plantation Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Millwood Plantation Documents at any future time.

Section 14.7. No Liability. No member of the Board of Directors, the Declarant, the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Millwood Plantation Documents at any time.

Section 14.8. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Millwood Plantation Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Millwood Plantation Documents or the restraint of violations of the Millwood Plantation Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorney fees as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE XV
RESOLUTION OF DISPUTES

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If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Millwood Plantation Documents, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

ARTICLE XVI
DURATION OF THESE COVENANTS AND AMENDMENT

Section 16.1. Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 20th anniversary of the date of this Declaration is first recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia. Thereafter this Declaration will be automatically extended for additional twenty year periods, in perpetuity, unless otherwise terminated or modified as follows: to terminate this Declaration, at least sixty-seven percent (67%) of the Owners shall execute a document terminating this Declaration and containing a legal description of the entire area affected by this Declaration, a list of the names of all record Owners of Parcels in Millwood Plantation, and a description of this Declaration, which may be incorporated by reference. By signing such document, each Owner shall verify that he is a record Owner of a Parcel in Millwood Plantation, specifying such Parcel or Parcels owned. Such document shall be recorded in the Office of the Clerk of the Superior Court of Ware County, Georgia, no sooner than but within two (2) years prior to the expiration of the initial twenty (20) year period or any subsequent twenty (20) year period.

Section 16.2. Amendment. This Declaration, or any provision of it, may be modified or amended as to the whole or any portion of the Property, upon the written consent of Owners holding sixty-seven (67%) or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns. A certificate of a Georgia licensed attorney showing record ownership of the Property and a certificate of the Secretary of the Association documenting votes held and voting rights exercised on the basis of such ownership records will be evidence of such ownership and voting representation for the purposes of any such amendment.

Section 16.3. Declarant's Approval. Notwithstanding the provisions of Sections 16.1 and 16.2, no termination, extension, modification or amendment of this Declaration will be effective in any event during the Period of Declarant Control unless the written approval of Declarant is first obtained.

Section 16.4. Notice of Amendment. No amendment or revocation of this Declaration will be effective unless a written notice of the proposed amendment is sent to every Owner reasonably in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent thereto. Notice shall be delivered in accordance with Section 4.7.

Section 16.5 Unilateral Right to Amend. The Declarant, or, after the Period of Declarant Control, the Association, may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Parcels; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on

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Declaration of Covenants, Conditions, Restrictions & Easements

the Parcels; or (d) to satisfy the requirements of any local, state, or federal governmental agency. However, any amendment under this paragraph shall not adversely affect the title to any Parcel unless the Owner of such Parcel shall consent in writing.

Section 16.6. Effective on Recording. Any modification, amendment or revocation will be immediately effective upon recording, in the Office of the Clerk of the Superior Court of Ware County, Georgia, a copy of such amendment, modification, or revocation executed and acknowledged by the necessary number of Owners, if any (and by Declarant, as required), accompanied by a certificate of a Georgia licensed attorney as to ownership, or alternatively, upon the recording in the Office of the Clerk of the Superior Court of Ware County, Georgia, of a copy of the amendment, modification or revocation together with a duly authenticated certificate of the Secretary of the Association stating that the required number of consents of Owners were obtained, if any, as evidenced by a certificate of a Georgia licensed attorney or other authoritative evidence of compliance with the requirements of this Declaration regarding such matters, which will be placed on file in the office of the Association.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

Section 17.1. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 17.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular shall include the plural, the plural will include the singular, and the use of any gender will include both genders.

Section 17.3. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 17.4. Waiver. No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver shall be effective unless it is in writing and signed by the President or Vice President of the Board on behalf of the Association.

Section 17.5. Limitation of Liability. Neither Declarant, the Association, nor any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify the Declarant, and all of the officers and Board members with respect to any act taken in their official capacity to the extent provided in this Declaration and by law and in the Articles of Incorporation and Bylaws.

Section 17.6. Conflicts Between Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 17.7. Assignment. Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property. Such successor will be identified, the particular rights being assigned shall be specified, and,

Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00276

BOOK 52-V PAGE 276

to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Office of the Clerk of the Superior Court of Ware County, Georgia.

SIGNATURE OF DECLARANT FOLLOWS

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Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00277

BOOK 52-V PAGE 277

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, does hereby execute this Declaration, as of the day and year first above written.

MILLWOOD PLANTATION, LLC,
a Delaware limited liability company

By: NTP TIMBER PROPERTIES, LLC,
a Delaware limited liability company, Sole Member

By: NATIONAL TIMBER PARTNERS, LLC,
a Delaware limited liability company, Sole Member

By: AMERICAN LAND PARTNERS, INC.,
a Delaware corporation, Manager

By: _____
Timothy D. Smith
Its: Treasurer

Signed, sealed and delivered
this 06 day of December, 2006
in the presence of:

_____
Unofficial Witness

_____
Notary Public, Berkshire County, Massachusetts
My Commission Expires: 02/28/08

(NOTARIAL SEAL)

ROBIN J SWEET
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES ON 2/28/2008

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Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00278

BOOK 52 -V PAGE 278

EXHIBIT "A"
MILLWOOD PLANTATION
PROPERTY

All that certain Parcel, tract or parcel of land situate, lying and being in the 7th and 8th District, Land Parcels 181-187, of Ware County, Georgia, as described on that certain plat of survey prepared by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, entitled "FINAL PLAT FOR: MILLWOOD PLANTATION PHASE 1," dated September 21, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia, at Plat Book A, Map Nos. 3539-3550 (inclusive), as ALL OF PARCELS 1 THROUGH 116, all streets and right-of-ways, including "FOX DEN COURT," "RAVEN COURT," "THORNBIRD ROAD," "GREY HAWK ROAD," "CHICKADEE ROAD," "HASTY ROAD," "PURPLE MARTIN LANE," "BARN OWL LANE," "REDBIRD DRIVE," "EAGLE LANE," "YELLOW PERCH COURT," "NORTH FARMS EDGE ROAD," "WINGED TEAL ROAD," and all common areas being identified as "E-1," "E-7," and "E-10" and further described as "ENTRANCE EASEMENT".

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Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00279

BOOK 52-V PAGE 279

EXHIBIT "B"
MILLWOOD PLANTATION
EXPANSION PROPERTY

Any real property located within 20 miles of the Property.

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Declaration of Covenants, Conditions, Restrictions & Easements

0052V
00280

BOOK 52 PAGE 280

EXHIBIT "C"
MILLWOOD PLANTATION
COMMON AREA

ROADS AND ENTRANCE FEATURE/LANDSCAPE AREA

All those certain tracts or parcels of land situate, lying and being in the 7th and 8th District, Land Parcels 181-187, of Ware County, Georgia, as described on that certain plat of survey prepared by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, entitled "FINAL PLAT FOR: MILLWOOD PLANTATION PHASE 1," dated September 21, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia, at Plat Book A, Map Nos. 3539-3550 (inclusive), as all streets and right-of-ways, including "FOX DEN COURT," "RAVEN COURT," "THORNBIRD ROAD," "GREY HAWK ROAD," "CHICKADEE ROAD," "HASTY ROAD," "PURPLE MARTIN LANE," "BARN OWL LANE," "REDBIRD DRIVE," "EAGLE LANE," "YELLOW PERCH COURT," "NORTH FARMS EDGE ROAD," "WINGED TEAL ROAD," and all common areas being identified as "E-1," "E-7," and "E-10" and further described as "ENTRANCE EASEMENT".

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First Amendment to the Declaration

0054F
00286

BOOK 54-F PAGE 286

FILE FOR RECORD JULY 5, 2007
TIME 9:00A.M. RECORDED IN DEED
BOOK 54-F PAGES 286-288
Melissa H. Strickland
CLERK SUPERIOR COURT, WARE COUNTY, GA

AFTER RECORDING, RETURN TO:
John Thomas Johnson, Esq.
Gilbert, Harrell, Sumerford & Martin, P.C.
777 Gloucester Street, Suite 200
Brunswick, Georgia 31521

Inst. No. 3078

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MILLWOOD PLANTATION

The First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "First Amendment") is made this 20th day of June, 2007, by Millwood Plantation, LLC, a Delaware limited liability company (the "Company") and is applicable to the Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation (the "Declaration") dated December 6, 2006, recorded in the office of the Clerk of Superior Court of Ware County, Georgia in Deed Book 52-V, Page 253.

WITNESSETH:

WHEREAS, this First Amendment is made under and pursuant to the rights and powers set forth in the Declaration.

NOW, THEREFORE, the Company, pursuant to the provisions hereinabove referred, hereby amends the Declaration as follows:

1. Section 6.12 shall be amended by adding the following additional paragraph at the end of the section:

> For purposes of this Section 6.12, a lot shall be considered to have been subdivided, and new lots created, upon recordation of a plat subdividing said lot in the office of the Clerk of Superior Court of Ware County, Georgia. The owner of the original lot at the time of subdivision shall provide a copy of the recorded plat to the Board within ten (10) days of recordation. All Assessments contemplated in this Declaration shall begin to accrue for each new lot upon recordation of the above-referenced subdivision plat.

First Amendment to the Declaration

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BOOK 54F PAGE 287

2. Section 8.3.3 shall be amended by deleting the first sentence thereof and replacing it with the following:

> "Annual Assessments may be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they shall be payable annually in advance on the first day of January of each year."

All other terms and provisions of the Declaration shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

First Amendment to the Declaration

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BOOK 54F PAGE 288

IN WITNESS WHEREOF, the Declarant, by and through its authorized representative, does hereby execute this First Amendment, as of the day and year first above written.

MILLWOOD PLANTATION, LLC,
a Delaware limited liability company

By: NTP TIMBER PROPERTIES, LLC,
a Delaware limited liability company, Sole Member

By: NATIONAL TIMBER PARTNERS, LLC,
a Delaware limited liability company, Sole Member

By: AMERICAN LAND PARTNERS, INC.,
a Delaware corporation, Manager

By: _____
Timothy D. Smith
Its: Treasurer

Signed, sealed and delivered
this 20th day of June, 2007
in the presence of:

_____
Unofficial Witness

_____
Notary Public, Berkshire County, MA
My Commission Expires: 7-4-2008

(NOTARIAL SEAL)

Agreement Amending Homeowner's Obligation

0058D
00242

Lot 105, 109 & 110

BOOK 58-D PAGE 242

Return to:
McGee and McGee, P.C.
Mr. Jim McGee
Post Office Box 679
Waycross, Georgia 31502

Inst. No. 1567

FILE FOR RECORD May 12, 2009
TIME 1:15 P.M. RECORDED IN DEED
BOOK 58-D PAGES 242-245
Melba N. Sirmans
CLERK SUPERIOR COURT, WARE COUNTY, GA

STATE OF GEORGIA,

COUNTY OF WARE.

AGREEMENT AMENDING HOMEOWNER'S OBLIGATION

THIS AGREEMENT, entered into this 31st day of March, 2009, by and between **Millwood Plantation Property Owners Association**, hereinafter referred to as "Declarant" and **Robin Russell, Kerry P. Russell, Leah M. Russell, Florence B. Eller, Gail A. Goldberg and Mark Goldberg** hereinafter referred to as "Owners."

WITNESSETH:

WHEREAS, Millwood Plantation, LLC, hereinafter to be referred to as "Declarant," did execute and record that certain Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation Subdivision dated December 6, 2006, recorded in the Office of the Clerk of Superior Court of Ware County, Georgia, in Deed Book 52-V, page 253, and hereinafter to be referred to as "Declaration;" which declarations were amended by Amendment recorded in Deed Book 54-F, page 286; and,

WHEREAS, Millwood Plantation, LLC, is the "Declarant" within the meaning of the Declaration; and,

WHEREAS, Owners are the owners of the lots designated on Exhibit "A" attached hereto which lots are all of the lots which are contiguous to Yellow Perch Court; and,

WHEREAS, the parties have agreed that it is mutually beneficial to the association that it be relieved of the obligation to maintain Yellow Perch Court and Owners be relieved of the obligation to pay membership dues in the association; and,

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration receipt of which is hereby acknowledged the parties agree as follows:

1. Owners, their successors and assigns, shall be solely responsible for maintaining Yellow Perch Court.

2. Owners, their successors and assigns, are hereby relieved of their obligation to pay membership dues and fees in the association.

3. Except as modified by this agreement the rights of the parties (including the rights of any members of the association) shall remain in full force and effect as such rights are set out in the Declaration of Covenants, Restrictions and Easements for Millwood Plantation Subdivision, as amended, and any other rights which may have been established by any other agreements.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth above.

Agreement Amending Homeowner's Obligation

0058D
00243

BOOK 58 D PAGE 243

MILLWOOD PLANTATION PROPERTY OWNERS ASSOCIATION
BY: MILLWOOD PLANTATION, LLC,
a Delaware Limited Liability Company
By: **NTP TIMBER PROPERTIES, LLC,**
a Delaware Limited Liability Company, Manager
By: **NATIONAL TIMBER PARTNERS, LLC,**
a Delaware Limited Liability Company, Manager
By: **AMERICAN LAND PARTNERS, LLC,**
a Delaware Corporation, Manager

By: _____ (SEAL)
Brian Patten, Manager

As to Millwood Plantation Property Owners Association:
Executed in the presence of:

_____
Unofficial Witness

_____
Notary Public: Carole Donaldson
My commission expires: 12-11-12

CAROLE DONALDSON
Notary Public - State of Florida
My Comm. Expires Dec 11, 2012
Commission # DD 844788

_____
Florence B. Eller, Co-Owner of Parcel 108

As to Florence B. Eller:
Executed in the presence of:

_____
Unofficial Witness

_____
Notary Public:
My commission expires: 6/23/2012

ROBBIE DUNN
Notary Public - State of Florida
My Commission Expires Jun 23, 2012
Commission # DD 795737

_____
Gail A. Goldberg, Co-Owner of Parcel 108

As to Gail A. Goldberg:
Executed in the presence of:

_____
Unofficial Witness

_____
Notary Public:
My commission expires: 6/19/2011

REGINA G. EDWARDS
MY COMMISSION # DD 861499
EXPIRES: June 19, 2011
Bonded Thru Notary Public Underwriters

_____
Mark Goldberg, Co-Owner of Parcel 108

As to Mark Goldberg:
Executed in the presence of:

_____
Unofficial Witness

_____
Notary Public:
My commission expires: 10/18/2010

JAMIE SHELTON
CHATHAM COUNTY, GEORGIA
My Comm. Expires Oct. 18, 2010
NOTARY PUBLIC

Agreement Amending Homeowner's Obligation

0058D
00244

BOOK 58-D PAGE 244

Kerry P. Russell, Co-Owner of Parcel 109

As to Kerry P. Russell:
Executed in the presence of:

Unofficial Witness

Notary Public:
My commission expires: 2/24/2012
RONALD D. BROOM
Notary Public, State of Florida
My comm. exp. Feb. 24, 2012
Comm. No. DD 761809

Leah M. Russell, Co-Owner of Parcel 109

As to Leah M. Russell:
Executed in the presence of:

Unofficial Witness

Notary Public:
My commission expires: 2/24/2012
RONALD D. BROOM
Notary Public, State of Florida
My comm. exp. Feb. 24, 2012
Comm. No. DD 761809

Robin Russell, Owner of Parcel 110

As to Robin Russell:
Executed in the presence of:

Unofficial Witness

Notary Public:
My commission expires: Mar 4 2012

ALLYSON Y. CREEL
Notary Public, State of Florida
Commission# DD765111
My comm. expires Mar. 4, 2012

Agreement Amending Homeowner's Obligation

0058D
00245

BOOK 58D PAGE 245

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 8th Land District of Ware County, Georgia, as described on that certain plat of survey prepared by Cumberland Land Surveyors signed by Matthew M. Jordan, G. R. L. S. No. 3011, entitled "FINAL PLAT FOR: MILLWOOD PLANTATION, PHASE I," dated September 21, 2006, recorded in the Office of the Clerk of Superior Court of Ware County, Georgia, at Plat Book "A," Map Nos. 3539-3550 (inclusive), as ALL OF PARCELS 108, 109 and 110.

Bylaws, Millwood Plantation Property Owners' Association

BYLAWS OF

MILLWOOD PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Millwood Plantation Property Owners Association, Inc. (the "Association"), a Georgia nonprofit corporation. The principal office and address of the corporation is 777 Gloucester Street, Suite 200, Brunswick, Georgia, 31520.

ARTICLE II
DEFINITIONS, PURPOSES, POWERS AND ASSENT

Section 2.01 Definitions. The definitions in the Declaration of Covenants, Conditions, Restrictions and Easements for Millwood Plantation dated _____, 2006, as amended from time to time and as recorded in the Office of the Clerk of Superior Court of Ware County, Georgia (hereinafter referred to as the "Declaration"), will apply to these Bylaws, and all defined terms used in these Bylaws will have the same meaning as the defined terms used in said Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicate otherwise.

Section 2.02. Purposes. The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the Common Areas in the planned community known as Millwood Plantation in Ware County, Georgia; and (ii) to promote the health, safety, and welfare of the Owners and users of Millwood Plantation.

Section 2.03. Powers. The Association shall have all powers granted to it by its Articles of Incorporation, the Declaration, or the laws of the State of Georgia. Without limiting the generality of the foregoing, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Areas and the improvements and landscaping thereon, and all other property acquired by the Association;
(b) Pay any real and personal property taxes and other charges assessed against the Common Areas;
(c) Have the authority to obtain, for the benefit of all of the Common Areas, all water, gas and electric services and garbage collection;
(d) Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;

Bylaws, Millwood Plantation Property Owners' Association

(e) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors; and

(f) Have the power to establish and collect regular and special assessments pursuant to the Declaration.

Section 2.04. Assent. All present or future Owners, their families, and their guests and invitees, and any other person using the facilities of Millwood Plantation in any manner are subject to the Association Documents, including these Bylaws and any rules adopted by the Board of Directors. The acquisition or rental of any of the Lots in Millwood Plantation or the occupancy of any of the Lots will constitute ratification and acceptance of these Bylaws and an agreement to comply with these rules.

ARTICLE III
MEMBERSHIP

Section 3.01 Membership. Record ownership of a fee or undivided fee interest in any Lot is required in order to qualify for membership in the Association.

Section 3.02 Representation on Board of Directors. If title to a Lot is held by a firm, corporation, partnership, association, other legal entity or any combination thereof, or if any individual or entity holds title to more than one Lot, then in either case, that individual or entity may appoint, by a writing furnished to the Association, a delegate to represent each such Lot as a candidate for, and if elected, as a member of, the Board of Directors. Such delegate will not vote as a member of the Association unless such person is appointed by a proxy executed in conformance with these Bylaws to cast the voting interest of the Lot which he represents.

Section 3.03. Responsibilities of Members. Any person, including Declarant, on becoming an Owner, will automatically become a Member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 3.04. Membership Certificates. No certificate of stock will be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the card terminates.

Bylaws, Millwood Plantation Property Owners' Association

Section 3.05. Classes of Membership. The Association will have two classes of voting membership: Class A composed of all Owners, with the exception of Declarant, and Class B solely composed of Declarant.

Section 3.06. Voting Privileges. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned, and only upon those matters set forth in the Declaration.

When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority of said multiple Owners. There shall be a conclusive presumption of a majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

ARTICLE IV
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 4.01. Place and Frequency of Meetings. Meetings of the Members will be held at least once each year at such place, within or without the State of Georgia, as the Board of Directors may determine.

Section 4.02. Annual Meetings. The first annual meeting of the Members will be held within one year after the date of the adoption of these Bylaws. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board of Directors. The purpose of the annual meetings is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.03. Special Meetings. The Secretary of the Association shall be required to call a special meeting of the Members (i) when directed by the President of the Association, (ii) upon the resolution of a majority of the Board of Directors, or (iii) upon the presentation to the Secretary of the Association of a petition signed by Owners entitled to cast at least one-fourth (1/4) of the votes of the Association. Only the business stated in the notice of such special meeting may be transacted at the special meeting unless otherwise consented to by at least seventy-five percent (75%) of the votes of the Owners present in person or by proxy.

Section 4.04. Notice of Meetings. Written notice stating the time, place, and purpose of the meeting will be delivered not less than twenty-one (21) days before the date of any annual or regularly scheduled meeting and at least fifteen (15) days and not more than thirty (30) days in advance of any special meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid,

Bylaws, Millwood Plantation Property Owners' Association

to all lot owners of record at such address or addresses as designated by such lot owners or, if no other address has been so designated, at the address of their respective lots.

Section 4.05. Quorum. Except as otherwise provided in the Declaration or in these Bylaws, the presence in person or by proxy at the beginning of any meeting of the Owners entitled to cast one-third (1/3) of the votes of the Association shall constitute a quorum for a meeting of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.

Section 4.06. Actions Binding on Members. A majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

Section 4.07. Majority of Owners. As used in these Bylaws, the term "majority" will mean those votes, Owners, or other groups as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 4.08. Voting by Mail. Voting by mail is permitted for election of the Board of Directors, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Act and the Georgia Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In the case of a vote by mail, the Secretary will give written notice to all Members, which notice will include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the Members are entitled to vote by mail for or against such proposal, (iii) a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and (iv) the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Personal delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this Section.

Section 4.09. Proxies. Any Member may cast such Member's vote in person or by proxy, but no proxy will be valid if it is not dated or if it purports to be revocable without notice. Further, no proxy will be valid after eleven months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary of the Association at or before the appointed time of the meeting at which the proxy will be voted.

Bylaws, Millwood Plantation Property Owners' Association

Section 4.10. Designation of Voting Representative by Non-Individual Owners-Requirement for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 4.11. Designation of Voting Representative by Multiple Owners-Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy (but nothing in this section shall alter the rule set out in Section 3.06 hereof that there shall be only one vote allotted to each lot on Association matters). An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

Section 4.12. Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed to be a waiver by such Member of notice of the time, date and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed to be a waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 4.13. Action Without a Meeting. Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members.

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number, Qualification and Initial Board. The affairs of this Association will be managed by a Board of Directors consisting of not less than three (3) and no more than seven (7) members. Except as provided below regarding Directors appointed by Declarant, the Directors will be Members of the Association or the delegates of Members appointed by proxy under Article IV above.

Section 5.02. Election of Directors and Term of Office. Election to the Board of Directors shall be by written ballot as hereinafter provided. The first such election shall take place at a special meeting no sooner than thirty (30) days and no later than ninety (90) days following the date on which the Class B Member no longer exists. At said meeting, Members shall elect one Director who will serve a one-year

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term, one Director who will serve a two-year term, and one Director who will serve a three-year term. At the expiration of the initial term of office of each respective Director, a successor will be elected to serve a three-year term.

Section 5.03 Procedure for Election. At the second annual meeting following said special meeting described in Section 5.02, and at each subsequent annual meeting, the Members shall elect, in accordance with the procedures hereinafter set forth in this Section 5.03, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting. Such Directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board of Directors by a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election Members or their proxies may cast, with respect to each vacancy, the votes of their respective Lots as provided in the Declaration. Cumulative voting shall not apply. The procedure for the election of the Board of Directors at the special meeting called by Declarant pursuant to Section 5.02 shall be as follows: nominations shall be accepted for Owners to serve on the Board of Directors of the Association; upon the closing of such nominations, each Member present in person or by proxy shall cast a ballot listing thereon the names of the different nominees for whom such Member wishes to vote, together with the residence number of the Lot of such Member; the ballots shall then be collected and tallied whereupon the person receiving the greatest number of votes shall be elected to a three (3) year term, and the person receiving the next greatest number of votes shall be elected to a two (2) term, and the person receiving the next greatest number of votes shall be elected to a one year term.

Section 5.04. Removal or Resignation. Subsequent to the termination of Declarant's right to appoint and remove Directors, any one or more of the Directors may be removed with or without cause by majority vote of the total authorized vote of the Owners in the Development which is taken at any regular or special meeting of the Association, and a successor shall be elected by the Owners at such meeting in order to fill the unexpired portion of such Director's term. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. 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. The sale of a Lot by a Director or any other termination of his interest in a Lot shall automatically terminate his directorship. Subsequent to the termination of the right of Declarant to appoint and remove Directors, vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners 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 serve until a successor is elected and qualified at the next annual meeting of the Owners.

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Section 5.05. Compensation. No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors will be held at such regular times as may be set by the Board of Directors, at such places and hours as may be fixed from time to time by resolution of the Board. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 6.02. Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 6.03. Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

Section 6.04. Actions Binding on Directors. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05. Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 6.06. Action Taken Without a Meeting. The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

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ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. General. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

Section 7.02. Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Act:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.

(b) To establish, make, amend from time to time, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of Millwood Plantation, subject, however, to the provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each Member promptly after adoption.

(c) To keep in good order, condition, and repair all of the Common Areas and all items of personal property, if any, used in the enjoyment of the Common Areas. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

(d) To fix, determine, levy, and collect the prorated Annual Assessments to be paid by each of the Members towards the gross expenses of Millwood Plantation, and to adjust, decrease, or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

(e) To levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made.

(f) To levy and collect Default Assessments for violation of the Association Documents or because the Association has incurred an expense on behalf of a Member under the Association Documents.

(g) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent Assessments as set forth in the Declaration.

(h) To enter into contracts within the scope of their duties and powers.

(i) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors.

(j) To cause any and all access roads, parking areas, and roadways in and to Millwood Plantation and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

(k) To cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Common Areas for the benefit of the Members.

(l) To delegate to the Manager or any other person or entity such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in subparagraphs (d), (e), and (f) of this Section 7.02 and duties reserved to the Board by law will not be so delegated.

Section 7.03. Manager. The Board of Directors may employ for the Association a professional management agent or agents as Manager for compensation established by the Board of Directors to perform such duties and services as the Board of Directors will authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (d), (e), (f), and (l) of Section 7.02 of this Article and duties reserved to the Board by law. Declarant, or an affiliate or employee of Declarant, may be employed as Manager, subject to the limitations of the Act.

Section 7.04 Hearing Procedure. The Board will not impose a fine, suspend voting rights, or suspend any other rights of a Member or other occupant for violations of rules and regulations or of the provisions of the Declaration unless and until the procedure below is followed:

(a) Demand. Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

i. the alleged violation;

ii. the action required to abate the violation; and

iii. a time period of not less than 10 days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any additional similar violation may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

(b) Notice. At any time within 12 months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is

subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

i. the nature of the alleged violation;
ii. the time and place of the hearing, which time will not be less than 10 days from the giving of the notice;
iii. an invitation to attend the hearing and produce any statement, evidence, and witness on the Member's behalf; and
iv. the proposed sanction to be imposed.

(c) Hearing. The hearing will be held pursuant to the notice, affording the Member a reasonable opportunity to be heard. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of the Association will be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board from time to time may create by resolution.

Section 8.02. Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members. The officers shall be chosen by a majority vote of the Board of Directors.

Section 8.03. Term. The officers of the Association will be elected annually by the Board, and each will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

Section 8.04. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.05. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

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Section 8.06. Multiple Offices. Any two or more offices may be held by the same person.

Section 8.07. Duties. The duties of the officers are as follows:

(a) President. The President will preside at all meetings of the Association and the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign all leases, mortgages, deeds, and other written instruments purporting to bind the Association; will co-sign all promissory notes; will cause to be prepared and will execute, certify and record amendments to the Declaration on behalf of the Association; and will exercise and discharge such other duties as may be required of the President by the Board.

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

(c) Secretary. The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; will keep the corporate seal of the Association and place it on all papers requiring said seal; will serve notice of meetings of the Board and of the Members; will keep appropriate current records listing the Members together with their addresses; and will perform such other duties as required by the Board.

(d) Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board of Directors; will sign all checks of the Association unless the Board specifically directs otherwise, will keep proper books of account; will, at the direction of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and will prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver or make copies available of each to the Members.

ARTICLE IX
COMMITTEES

The Board of Directors may appoint committees as the Board deems appropriate in carrying out its purposes, subject to any restrictions to same contained herein or in the Declaration.

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ARTICLE X
INDEMNIFICATION

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will be provided only in connection with such matters, acts or omissions covered by a settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such matters, actions or omissions in the performance of such person's duties for the Association. The foregoing rights will not be exclusive of other rights to which such member of the Board of Directors or officer or other person may be entitled. All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

ARTICLE XI
NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Board of Directors, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (ii) any Member or Manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.

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ARTICLE XII
AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Article V, X, XII or any portion of those Articles will require approval of all Directors, provided, however, that those provisions which are governed by the Articles of Incorporation may not be amended except as provided in said Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in said Declaration.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Fiscal Year. The fiscal year of the Association will begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year will begin on the date of incorporation.

Section 13.02. Corporate Seal. The Association will have a seal in circular form having within its circumference the words: "Millwood Plantation Property Owners' Association, Inc."

Section 13.03. Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

The undersigned members of the initial Board of Directors have executed these Bylaws this _____ day of _____, 2006.

MILLWOOD PLANTATION PROPERTY
OWNERS' ASSOCIATION, INC.

By: _____
(CORPORATE SEAL)

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Terms & Conditions

Seven Hills AUCTIONS 7HAUCTIONS.COM

Terms and Conditions

Millwood Plantation Home and Land Auction

Auction Ending December 8, 2026 at Noon

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property or item prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property or items prior to Bidding. Please see website for scheduled inspection times or call for an appointment.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must within 24 hours execute the Purchase and Sale Agreement and remit an earnest deposit. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of $2,499 or less the full purchase price is due, for properties selling for $2,500 to $100,000 the greater of $2,500 or 20% is due, for properties selling for $100,001 to $200,000 15% is due and for properties selling from $200,001 or greater 10% is due.

Closing for Real Property: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Terms & Conditions

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Terms and Conditions

Millwood Plantation Home and Land Auction

Auction Ending December 8, 2026 at Noon

Survey: A survey has already been prepared for this property and has been included in the property information package. Conveyance documents will be prepared using the survey and/or existing legal descriptions of record.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. **UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION.** A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of $5,000. By placing a bid, you hereby specifically authorize Seven Hills Auctions to charge the credit card on file in the event of such Non-Compliance. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale. The Seller reserves the right to seek legal action against the bidder. Do not bid unless you can fully close the transaction at your bid price plus applicable bidder and closing fees.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as non-exclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: This online auction includes an EXTENDED BIDDING feature. If a bid is placed on any property or tract within the last five (5) minutes of the auction the ending time of the auction for ALL properties or tracts will be extended for five (5) minutes. The bidding on ALL properties or tracts will remain open until the auction clock has expired.

TractBid Auction Format: Bidders may place bids on individual tracts, any combination of tracts or on the property as a whole. Bidding will take place exclusively online at 7Hauctions.com.

Terms & Conditions

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Terms and Conditions

Millwood Plantation Home and Land Auction

Auction Ending December 8, 2026 at Noon

Bid Increments For Real Property: The bidding increments for all properties will be as follows:

Amount Up To	*Bid Increments*
$2,500	$100
$10,000	$250
$50,000	$500
$100,000	$1,000
$250,000	$2,500
$500,000	$5,000
$1,000,000	$10,000
$1,000,000+	$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold “As-Is, Where-Is” with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be reveled in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling “Absolute”. The Seller and their agents reserve the right to place bids on the property up to the Seller’s reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller’s sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling “Absolute”. Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconstancies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills Auctions, LLC: Broker: William C. Lee III (Firm: FL-CQ1057830; GA-77326; AL-C0001475030)
Auction License: GA: AUC003134, FL: AB3765, AL:#5495, MS: #1613