

2.14.06

STATE OF GEORGIA
Camden County

I hereby certify that this instrument was filed for record in the Clerk's office, Superior Court, said County on the 22nd day of Nov, 2006 at 2:30 o'clock P. m. and recorded in Book No. 1304 Page 539-540 in 2006 of Nov 2006
[Signature]
DCSC

Please return to:
Smith & Floyd, P.A.
Attorneys at Law
P. O. Drawer 766
St. Marys, GA 31558

1304 539

STATE OF GEORGIA
COUNTY OF CAMDEN

14688

Re: Covenants recorded in Deed Book 1210, page 494, Camden County, Georgia, Records.

FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS
WINDING RIVER SUBDIVISION

THIS AMENDMENT is made this 22nd day of NOVEMBER, 2006, by Winding River, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the undersigned party is the Declarant in the Declaration of Covenants and Restrictions applicable to Winding River Subdivision, as set forth below; and

WHEREAS, pursuant to Article IX, Paragraph 9.1b of such covenants and restrictions, such Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property; and

WHEREAS, Declarant is presently the owner of at least one Lot in the Property; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present Owners of Lots in said subdivision and to each and every person who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent Owner of any of the Lots, the undersigned Declarant does hereby amend that Declaration of Covenants and Restrictions by Winding River, LLC, dated December 19, 2005, recorded in Deed Book 1210, page 494, Camden County, Georgia, records, by substituting for the Exhibit "A" description of the Property, the Exhibit "A" attached to this amendment.

The Declarant hereby annexes Phase II and the definition of "Property" in the Declaration is amended to include Phase II. Phase II constitutes additional property as described in the Declaration, and is to become a part of the Property subject to the Declaration.

The remainder of the previously described Declaration of Covenants and Restrictions shall remain in full force and effect.

Declarant warrants that it is presently the owner of at least one Lot in the Property.

IN WITNESS WHEREOF, the Declarant has hereunto set the hand and seal of its authorized officer on the year and day first above written.

WINDING RIVER, LLC, a Delaware limited liability company

By: LandMar Group, LLC, a Delaware limited liability company, Its Manager

By: LandMar Management, LLC, a Delaware limited liability company, Its Manager

By: [Signature] (SEAL)
Its Vice President

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1304 540

Exhibit "A" - The Property

All those lots, tracts, or parcels of land lying and being in the City of St. Marys, 29th
G.M. District, Camden County, Georgia, more particularly described as follows:

TRACT 1

All of Winding River - Phase 1 Subdivision, as more fully and accurately shown
and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia
Registered Land Surveyor No. 2893, dated June 27, 2005, recorded in Plat
Drawer 19, Map Nos. 40-50, inclusive, Camden County, Georgia, records, as such
plat may be amended from time to time.

TRACT 2

All of Winding River - Phase 2 Subdivision, as more fully and accurately shown
and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia
Registered Land Surveyor No. 2893, dated September 5, 2006, recorded in Plat
Drawer 21, Map Nos. 16, 17, 18, 19, 20, 21, and 22, Camden County, Georgia,
records.

160 lots

200-65 00 5000
: : 507 10 1000
100

RECORDED NOV 2 2006 *Charles Carter*
DEPUTY CLERK SUPERIOR COURT - CAMDEN COUNTY, GEORGIA

2.12.06

Please return to:
Smith & Floyd, P.A.
Attorneys at Law
P. O. Drawer 766
St. Marys, GA 31558

8-7

1313 576

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 27th day of Dec 20 06
at 2:00 o'clock p.m. and recorded

in Book No 1313 Page 576-577
on the 27th day of Dec 20 06

Charlene Carter
DSCG

STATE OF GEORGIA
COUNTY OF CAMDEN

Re: Covenants recorded in Deed
Book 1210, page 494, Camden
County, Georgia, Records.

SECOND AMENDMENT TO COVENANTS AND RESTRICTIONS

16198

WINDING RIVER SUBDIVISION

THIS AMENDMENT is made this 6 day of December, 2006, by Winding River, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the undersigned party is the Declarant in the Declaration of Covenants and Restrictions applicable to Winding River Subdivision, as set forth below; and

WHEREAS, pursuant to Article IX, Paragraph 9.1b of such covenants and restrictions, such Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property; and

WHEREAS, Declarant is presently the owner of at least one Lot in the Property; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present Owners of Lots in said subdivision and to each and every person who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent Owner of any of the Lots, the undersigned Declarant does hereby amend that Declaration of Covenants and Restrictions by Winding River, LLC, dated December 19, 2005, recorded in Deed Book 1210, page 494, Camden County, Georgia, records, by substituting for the Exhibit "A" description of the Property, the Exhibit "A" attached to this amendment.

The remainder of the previously described Declaration of Covenants and Restrictions shall remain in full force and effect.

Declarant warrants that it is presently the owner of at least one Lot in the Property.

IN WITNESS WHEREOF, the Declarant has hereunto set the hand and seal of its authorized officer on the year and day first above written.

WINDING RIVER, LLC, a Delaware
limited liability company

By: LandMar Group, LLC, a Delaware limited liability
company, Its Manager

By: LandMar Management, LLC, a Delaware limited
liability company, Its Manager

By: *[Signature]* (SEAL)
Its Vice President

Signed, sealed, and delivered in
the presence of:

Carol D Hill
Witness

Barbara A. Deas
Notary Public



Exhibit "A" - The Property

333 577

All those lots, tracts, or parcels of land lying and being in the City of St. Marys, 29th
G.M. District, Camden County, Georgia, more particularly described as follows:

TRACT ONE

All of Winding River - Phase 1 Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated June 27, 2005, recorded in Plat Drawer 19, Map Nos. 40-50, inclusive, Camden County, Georgia, records, as modified by that certain plat of survey of Winding River - Phase 1 - Replat No. 1 Subdivision by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated November 20, 2006, recorded in Plat Drawer 21, Map Nos. 48-58, inclusive, Camden County, Georgia, records.

TRACT TWO

All of Winding River - Phase 2 Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated September 5, 2006, recorded in Plat Drawer 21, Map Nos. 16, 17, 18, 19, 20, 21, and 22, Camden County, Georgia, records, as modified.

RECORDED DEC 8 2006 *Charles Carter*
OFFICE OF THE CLERK OF SUPERIOR COURT, CAMDEN COUNTY, GEORGIA

LandMar Group
Ann. Memoire Stratum
10791 Derwood Park Blvd.
Suite 300
Jacksonville, FL 32256
Please return to:
Gilbert, Haffrell, Somersford & Martin, P.C.
Attorneys at Law
P. O. Drawer 766
St. Marys, GA 31558

BOOK PAGE
1440 00419

CAMDEN CO. CLERK'S OFFICE

2008 AUG -4 PM 4:44

16891

STATE OF Florida

COUNTY OF Duval

Re: Covenants recorded in Deed
Book 1210, page 494, Camden
County, Georgia, Records.

**THIRD AMENDMENT TO COVENANTS AND RESTRICTIONS
WINDING RIVER SUBDIVISION**

THIS AMENDMENT is made this 4th day of August, 2008, by Winding River, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the undersigned party is the Declarant in the Declaration of Covenants and Restrictions applicable to Winding River Subdivision, as set forth below; and

WHEREAS, pursuant to Article IX, Paragraph 9.1b of such covenants and restrictions, such Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property; and

WHEREAS, Declarant is presently the owner of at least one Lot in the Property; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present Owners of Lots in said subdivision and to each and every person who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent Owner of any of the Lots, the undersigned Declarant does hereby amend that Declaration of Covenants and Restrictions by Winding River, LLC, dated December 19, 2005, recorded in Deed Book 1210, page 494, Camden County, Georgia, records, as amended by instruments dated November 2, 2006, recorded in Deed Book 1304, page 539, aforesaid records; and December 6, 2006, recorded in Deed Book 1313, page 576, aforesaid records, by deleting paragraph 3.16 and inserting in lieu thereof the following:

3.16 Signs, Mailboxes, Banners and Flags. Unless approved by the Developer, no sign of any kind shall be displayed to public view within the Property, except customary address signs. This signage restriction includes but is not limited to "for sale" signs on vacant lots by individuals or realtors, and vendor signs except for Participating Builder signage as specified in the Architectural Criteria. One real estate sign that meets the specifications established by the Developer, may be placed in front of a house that is offered for sale or for rent through a real estate service company or by the respective Owner (for sale by owner), provided the approved sign vendor is used and the placement, installation, and maintenance of the sign follows the stated policy and specifications established by the Developer. One political sign of not more than 4 square feet in size may be posted for not more than 2 weeks prior to the election to which it pertains, and such sign must be removed the day after such election. All signs permitted by this subsection must be approved by the Developer (as to initial construction of address signs) or the Modifications Committee. The size, design and color of all

→ For sale signs

→ political signs

mailboxes and the supporting structures must be approved by the Developer and must comply with Postal Service regulations. Double mailbox systems have been chosen by the Developer for the 50-foot, 65-foot, and 80-foot wide lots (Cottage, Club, and Manor Lots) in the Property. Single mailboxes have been chosen by the Developer for the 100-foot wide lots (Estate Lots) in the Property. These mailboxes are specified by the Developer, and are to be purchased and installed by the Builder in the location specified by the Developer. One flag of the United States of America may be displayed on each Lot in accordance with Regulations established by the Modifications Committee. No banners or other flags may be displayed on a Lot, except as permitted by Modifications Committee regulations.

The remainder of the previously described Declaration of Covenants and Restrictions shall remain in full force and effect.

Declarant warrants that it is presently the owner of at least one Lot in the Property.

IN WITNESS WHEREOF, the Declarant has hereunto set the hand and seal of its authorized officer on the year and day first above written.

WINDING RIVER, LLC, a Delaware
limited liability company

By: LandMar Group, LLC, a Delaware limited liability
company, Its Manager

By: LandMar Management, LLC, a Delaware limited
liability company, Its Manager

By: Maxwell Howell (SEAL)
Its Vice President

Signed, sealed, and delivered in
the presence of:

Memorie Stracy
Witness

Cheryl A. Graham
Notary Public



Recorded AUG 4 2008

Cheryl A. Graham
Clerk Superior Court

24.00
+ 4.00

BOOK PAGE
1709 00392

FILED
CAMDEN CO. CLERK'S OFFICE

2014 APR 10 AM 9:25

→ Please return to:
Gilbert, Harrell, Sumnerford & Martin, P.C.,
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558

1819

STATE OF Colorado
COUNTY OF Denver

Re: Covenants recorded in Deed
Book 1210, page 494, Camden
County, Georgia, Records.

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
WINDING RIVER SUBDIVISION**

THIS AMENDMENT is made this 2nd day of April, 2014, by RLF

WINDING RIVER, LLC, a Colorado limited liability company.

W I T N E S S E T H:

WHEREAS, by Assignment and Assumption of Declarant Rights dated May 1, 2013 recorded in Deed Book 1665, page 220, Camden County, Georgia records, the undersigned party is the Developer in the Declaration of Covenants and Restrictions applicable to Winding River Subdivision (the "Declaration"), as set forth below; and

WHEREAS, pursuant to Article X, Section 10.3 (a)(ii) of the Declaration, so long as there is a Class B membership, the Developer, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person, may amend such Declaration to cure any ambiguity or error; and

WHEREAS, pursuant to Article X, Section 10.3 (a)(iv) of the Declaration, so long as there is a Class B membership, the Developer, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person, may amend such Declaration to effect the intended development for the Property; and

WHEREAS, there is presently a Class B membership; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present Owners of Lots in said subdivision and to each and every person who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent Owner of any of the Lots, the undersigned Developer, in order to cure ambiguities and errors in the present Declaration and in order to effect the intended development for the Property, does hereby amend that Declaration of Covenants and Restrictions applicable to Winding River Subdivision by Winding River, L.L.C., dated December 19, 2005, recorded in Deed Book 1210, page 494, Camden County, Georgia, records, as amended by instruments dated November 2, 2006, recorded in Deed Book 1304, page 539, aforesaid records; dated December 6, 2006, recorded in Deed Book 1313, page 576, aforesaid records; and dated August 4, 2008, recorded in Deed Book 1440, page 419, aforesaid records, as follows:

1.

Section 1.2(i) of Article I, INTRODUCTION AND DEFINITIONS, is hereby amended by adding the following sentences to the definition of "Lot":

Provided, however, that should the Association, in its sole discretion, approve the combination of two Lots into one building Lot for any person owning both such Lots, from the time of recordation of such approval in the public land records of Camden County, Georgia, such two Lots shall thereafter be considered one Lot for all purposes under this Declaration, including voting rights and assessments. Provided further, that should the Association, in its sole discretion, approve the division of any Lot in such a

manner that each part of such Lot becomes a part of an adjoining Lot, such Lot shall no longer be considered to exist, for all purposes under this Declaration. Any Lot created by the combination of two or more Lots or portions thereof, shall remain one Lot unless further division is approved by the Association, in its sole discretion.

2.

The second sentence of Section 3.4. Article III, USE RESTRICTIONS, is hereby amended by striking the following language. "*and must stored within the Residential Unit when not in use.*" and inserting "*and must not be left on any street when not in use.*" in lieu thereof.

3.

Section 3.5(b) is hereby amended by striking the sentence "*Irrigation water for the Lakebridge neighborhood at Winding River shall be supplied by the central water system constructed by Developer as part of the Work and not by wells located on Lots.*" and inserting the following sentence in lieu thereof: "*Irrigation water for the Lakebridge neighborhood at Winding River shall be supplied by the Lakebridge neighborhood central irrigation wells and pumps and not by wells located on Lots.*"

4.

Section 3.5(c), Article III, USE RESTRICTIONS, is hereby amended by striking Section 3.5(c) in its entirety and inserting the following in lieu thereof:

The Association, or its successor or assign, may charge a monthly fee for usage of the Lakebridge neighborhood central irrigation wells and pumps which fees may be used by the Association, or its successor or assign, for any purpose whatsoever. Said purposes may include but, are in no way limited to, operation and maintenance of the Lakebridge neighborhood central irrigation wells and pumps and the establishment and maintenance

5.

Section 4.2(b), Article IV, MEMBERSHIP AND VOTING RIGHTS, is hereby amended by deleting the number "*ten (10)*" in the 7th and 8th lines of said section and inserting the number "*twenty (20)*" in lieu thereof. Section 4.2(b), Article IV, MEMBERSHIP AND VOTING RIGHTS, is also amended by adding the following sentence, "*The Class B membership shall be automatically reinstated at any time before the expiration of 20 years from the recording date of the Declaration if additional Lots owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot to three (3) Class A Lots in the overall area subject to the Declaration.*"

6.

Section 6.8, Article VI, COVENANTS FOR ASSESSMENTS, is hereby amended by adding the word "*late charges*" following the word "*interest*" in the first and third sentences of said section.

7.

Section 6.8, Article VI, COVENANTS FOR ASSESSMENTS, is hereby amended by adding the word "*actually incurred*" following the word "*reasonable attorneys' fees*" in the first and third sentences of said section.

8.

Section 6.9(a), Article VI, COVENANTS FOR ASSESSMENTS, is hereby amended by adding the following sentence thereto "*There shall also be added to any assessment not paid within 30 days after its due date a late charge not in excess of the greater of \$10.00 or 10 percent of the amount of such assessment or installment thereof not paid when due.*"

9.

Section 6.9(b), Article VI, COVENANTS FOR ASSESSMENTS, is hereby amended by adding the word "*actually incurred*" following the word "*reasonable attorneys' fees*" in the second sentence of said section.

10.

The second sentence of Section 8.2 of Article VIII, ARCHITECTURAL CONTROL, is hereby amended by striking "*twenty (20) days*" and inserting "*thirty-one (31) days*" in lieu thereof.

11.

Section 10.3(a)(iii) of Article X, GENERAL PROVISIONS, is hereby amended by inserting the phrase "*to amend this Declaration*" at the beginning thereof.

12.

Section 10.3(a)(iv) of Article X, GENERAL PROVISIONS, is hereby amended by inserting the phrase "*to amend this Declaration*" at the beginning thereof.

13.

The first sentence of Section 10.3(b) of Article X, GENERAL PROVISIONS, is hereby amended by striking "*sixty-seven percent (67%)*" and inserting "*fifty-one percent (51%)*" in lieu thereof.

14.

The following "ARTICLE XI" is hereby added to the Declaration:

ARTICLE XI

SECURITY

The Association or the Developer may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety in the Property. However, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees acknowledges and agrees that neither the Association nor the Developer is a provider of security and neither party shall have a duty to provide security for the Property. Furthermore, neither the Developer nor the Association guarantees that non-owners and non-occupants will not gain access to the Property and commit criminal acts. Nor does the Developer or the Association guarantee that criminal acts shall not be committed by other Owners or occupants. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken.

The remainder of the previously described Declaration of Covenants and Restrictions applicable to Winding River Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal on the year and day first above written.

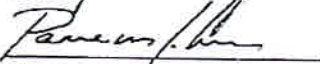
RLF WINDING RIVER, LLC, a Colorado limited liability company

BY: RLF GOLDEN ISLES, LLC, a Colorado limited liability company, its manager

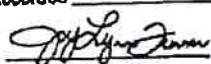
By:  (SEAL)
Its Authorized Agent

Signed, sealed, and delivered in the presence of:


Witness


Notary Public



Recorded APR 10 2014

Clerk of Court

4-16.00

OCT 3 PM 3:54

005437

BOOK PAGE

FILED
CAMDEN CO. CLERK'S OFFICE

Please return to:
Olbert, Harzall, Sumnerford & Martin, P.C.,
Attorneys at Law
P. O. Box 7090
St. Marys, GA 31855

1729 00765 2014 OCT -3 PM 3:49

STATE OF COLORADO
COUNTY OF DENVER

Re: Covenants recorded in Deed
Book 1210, page 494, Camden
County, Georgia, Records.

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
WINDING RIVER SUBDIVISION**

THIS AMENDMENT is made this 28 day of October, 2014, by RLF WINDING RIVER, LLC, a Colorado limited liability company.

WITNESSETH:

WHEREAS, by Assignment and Assumption of Declarant Rights dated May 1, 2013 recorded in Deed Book 1665, page 220, Camden County, Georgia records, the undersigned party is the Developer in the Declaration of Covenants and Restrictions applicable to Winding River Subdivision (the "Declaration"), as set forth below; and

WHEREAS, pursuant to Article X, Section 10.3 (a)(iv) of the Declaration, so long as there is a Class B membership, the Developer, without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other

encumbrance affecting the Property, or any other Person, may amend such Declaration to effect the intended development for the Property; and

WHEREAS, there is presently a Class B membership; and

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present Owners of Lots in said subdivision and to each and every person who shall hereafter purchase any of the Lots, that the Declaration be amended;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent Owner of any of the Lots, the undersigned Developer, in order to effect the intended development for the Property, does hereby amend that Declaration of Covenants and Restrictions applicable to Winding River Subdivision by Winding River, LLC, dated December 19, 2005, recorded in Deed Book 1210, page 494, Camden County, Georgia, records, as amended by instruments dated November 2, 2006, recorded in Deed Book 1304, page 539, aforesaid records; dated December 6, 2006, recorded in Deed Book 1313, page 576, aforesaid records; dated August 4, 2008, recorded in Deed Book 1440, page 419, aforesaid records; and dated April 2, 2014, recorded in Deed Book 1709, page 392, aforesaid records, as follows:

1.

Section 6.1 of Article VI, COVENANTS FOR ASSESSMENTS, is hereby amended by adding the following sentence at the end of Section 6.1:

The foregoing notwithstanding, no Lot shall be subject to assessment so long as such Lot does not have water, sewer and power available to it. For the purpose of this provision, availability of water and sewer shall be defined as the presence of water and sewer service lines to each Lot boundary as specified on the Plat, as it may be amended. The Owner of any Lot that does not have water, sewer and power available to it shall not be entitled to use the Common Areas unless and until the Owner elects to pay the assessments that would otherwise be due with regard to the Lot under this Declaration. Should the Owner of a Lot so elect to pay such assessments, the Lot for which such assessments are paid shall thereafter become and remain subject to assessment without regard to the undevelopable nature of the Lot, the Owner's use or nonuse of the Common Areas and common services, or the Owner's abandonment of the Lot.

Once power and service lines for water and sewer are available to an individual Lot, the Lot shall immediately become subject to any and all assessments levied after the date power and service lines for water and sewer become available to such Lot. All Lots, without regard to the availability of power and service lines for water and sewer, shall be subject to assessments levied after October 3, 2019, except that the assessment of Lots owned by the Developer shall continue to be governed by Section 6.6 of Article VI of the Declaration.



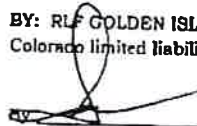
The provisions of this Fifth Amendment to Declaration of Covenants and Restrictions Winding River Subdivision ("Fifth Amendment") shall supersede any provisions of the Declaration, as amended through this Fifth Amendment, to the contrary.

Except as it conflicts with this Fifth Amendment, the remainder of the previously described Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal on the year and day first above written.


RLF WINDING RIVER, LLC, a Colorado limited liability company


BY: RLF GOLDEN ISLES, LLC, a Colorado limited liability company, its manager



Its Authorized Agent (SEAL)

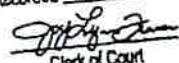
Signed, sealed, and delivered in the presence of:



Witness


Notary Public

SUSAN JEND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 30124071314
MY COMMISSION EXPIRES NOVEMBER 07, 2018

Recorded 1 OCT 8 3 2016


Clerk of Court

D2022002783

BK:2188 PG:849-859

FILED IN OFFICE
CLERK OF COURT
03/28/2022 03:12 PM
JOY LYNN TURNER, CLERK
SUPERIOR COURT
CAMDEN COUNTY, GA



5973437915
PARTICIPANT ID

After Recording Return To:

Hunter, Maclean, Exley & Dunn, P.C.
455 Sea Island Road
St. Simons Island, Georgia 31522

Cross Ref – Book 1210, Page 494

**SIXTH AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WINDING RIVER**

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDING RIVER ("Sixth Amendment") is made by the Winding River Property Owners Association, Inc., a Georgia nonprofit corporation, (the "Association") with the consent of RLF Winding River, LLC, a Colorado limited liability, (the "Developer") and is to be made effective upon recording.

WITNESSETH:

WHEREAS, the Winding River subdivision is located in the County of Camden, State of Georgia;

WHEREAS, all capitalized terms not otherwise defined in this Sixth Amendment shall have the same meaning as defined terms used in the Declaration of Covenants and Restrictions for Winding River, including all amendments and supplements thereto;

WHEREAS, all Property in Winding River is subject to the Declaration of Covenants and Restrictions for Winding River, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment thereto and the supplements thereto (collectively hereinafter referred to as the "Declaration") all as recorded in the property records of Camden County;

WHEREAS, the Class B membership has ceased in accordance with Article IV, Section 4.2(b) of the Declaration;

WHEREAS, Developer consent to amendment of the Declaration is required for so long as Developer owns any Lots and such consent to this Sixth Amendment is indicated on the Consent of Developer signature page below;

WHEREAS, the Association is a nonprofit corporation the members of which are made up of the Owners of the Lots in the Winding River subdivision;

WHEREAS, the Association desires to amend the Declaration by virtue of this Sixth Amendment for the following purposes: (a) to lower the quorum requirement for the Class A Members in conducting the business and affairs of the Association, and (b) to amend the procedure for future amendments to the Declaration.

WHEREAS, pursuant to Article X, Section 10.3 of the Declaration and Section 13. of the Fourth Amendment to the Declaration, the Declaration may be amended by the Association with the approval of not less than fifty-one percent (51%) of the total voting interests of all Owners; and

WHEREAS, it is certified by the President of the Association by signature below and by the Secretary by signature on the Certificate of the Secretary of the Association below that not less than 51% of the Owners have voted for or otherwise approved this Sixth Amendment to the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

- I. **Article I, Section 1.2 Definitions.** The following definition shall be added:
 - (aa) "Quorum" means the presence (in person, virtually, or by telephone) or by proxy of at least ten percent (10%) of the Class A Members.
- II. **Article IV.** The following provision shall be added to Article IV:
 - 4.7. Quorum. The Quorum may be defined in this Declaration or in the By-Laws, or both so long as consistent. All requirements for a quorum in the Articles of Incorporation that are inconsistent with the Quorum defined by this Declaration shall be of no further force and effect.
- III. **Amendment of Declaration.** The following language shall supersede and replace Article X, Section 10.3 of the Declaration and Section 13. of the Fourth Amendment to the Declaration in their entirety:
 - 10.3 Amendment. This Declaration, including any amendments thereto, may be amended at any time with the approval of fifty-one percent (51%) of those Owners present or present by proxy at a meeting where a Quorum is present and duly called for that purpose. The same required percentage of the Quorum shall apply to any action without meeting. Any amendment must be executed by the authorized signor of the Association and recorded with the formalities required of a deed under the laws of the State of Georgia. No amendment shall be effective until recorded.
- IV. **Conflict of Provisions.** In case of any conflict between this Sixth Amendment and any provision in the Declaration (including all amendments and supplements), this Sixth Amendment

shall control. In the case of any conflict between the Declaration (including all amendments and supplements and this Sixth Amendment) and the Articles of Incorporation of the Association, the Declaration (including all amendments and supplements and this Sixth Amendment) shall control.

V. No Other Amendments. Except as stated in the terms of this Sixth Amendment, the Declaration and all amendments and supplements shall remain in full force and effect.

End of Document; Signatures to follow.

IN WITNESS WHEREOF, the President of the Association has executed this Sixth Amendment on the date of his signature below.

**WINDING RIVER PROPERTY OWNERS
ASSOCIATION, INC.,**
a Georgia nonprofit corporation

By: *Stewart Tate*
Stewart Tate, President

Date: 3/2/72

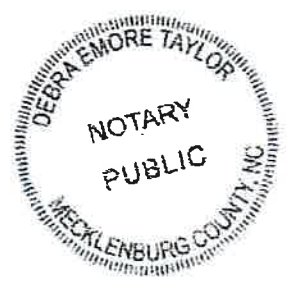
Signed, sealed and delivered
in the presence of:

John H. [Signature]
Unofficial Witness

Debra Emore Taylor
Notary Public

My Commission Expires: 3/9/2026

(AFFIX NOTARIAL SEAL)




CERTIFICATE OF THE SECRETARY OF THE ASSOCIATION

I, Bart Shaw, Secretary of the Winding River Property Owners Association, Inc. hereby certify that the requisite number of votes were made in favor of the Sixth Amendment to the Declaration by a vote of the membership via written Ballot duly held for this purpose as follows:

FOR: 257 votes

AGAINST: 10 votes

See attached tally of votes by written Ballot, all Ballots shall be kept in the records of the Association.


Bart Shaw, Secretary of the Association

CONSENT OF DEVELOPER

IN WITNESS WHEREOF, the Developer hereby consents to this Sixth Amendment on the date stated by the authorized signature below.

RLF WINDING RIVER, LLC
a Colorado limited liability company

By: [Signature]
a Colorado limited liability company, its manager

By: [Signature]
Name: Aaron M. Patsch
Its Authorized Agent

Date: 3/8/2022

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 11/7/2024



(AFFIX NOTARIAL SEAL)

Vertical text on the right edge of the page, likely a page number or reference code.