



The Landings Association, Inc.

2014 COVENANTS MODERNIZATION VOTE

If you have any questions not addressed in this voting packet or in previous Association communications, please email covenants@landings.org or call 912-598-5528 to leave a message. The appropriate person will respond promptly to your questions.

Please complete and return the enclosed ballot (including signing the return envelope), or vote online at www.landings.org using your Username and Password from the separate letter included with this voting packet. Your vote must be received no later than December 31, 2014, at 5 p.m.

Ballot Deadline December 31, 2014 at 5 p.m.



The Landings Association, Inc.
Re: 2014 Covenants Modernization Vote

May 1, 2014

Dear Landings Property Owners,

The ballot in this Voting Packet will give you an opportunity to vote for a better, more efficiently run community. After years of careful study, surveys, legal advice, and conversations with Landings home owners, five topic areas in The Landings Association Covenants have now been selected requiring modernization. This current vote is part of an ongoing process of addressing and modernizing TLA covenants.

The five items that need your vote of approval are:

1. To eliminate now outdated covenant language used in the early days of The Landings, and to legitimize the current role of the Association rather than that of the developer who left the island in the 1990s.
2. To include provisions of the POAA that we adopted last year.
3. To allow shallow wells for irrigation purposes.
4. To allow TLA personnel to enter private property in an emergency.
5. To allow home businesses subject to detailed guidelines for operation.

The Board of Directors encourages property owners to vote 'YES' to these proposals. Successful passage of these covenant improvements will result in a more transparent and easily understood document, one that accurately reflects how our community actually operates.

Not only do we encourage you to vote 'YES', we strongly urge you to vote soon and to persuade your friends and neighbors to vote. The challenge of this important step forward at The Landings is that passage requires a daunting two-thirds 'YES' vote from the more than 4,400 Landings property owners. Not voting is the same as voting against the improved covenants. As a property owner, you will benefit from these covenant improvements, but it won't happen without your participation.

This *Voting Packet* gives you ample information on the ballot issues and the correct process for voting. You can find out how to access for review online both the original (1972) Covenants, and the revised version which reflects proposed changes. Paper copies of these documents are available on request from The Landings Association or from Block Captains.

One thing that we Landings property owners agree on is that we want our community to thrive. We may have different notions about how to achieve this, but we agree on the goal. To achieve that goal, we need modern, improved covenants so that The Landings will continue to be a safe, well-governed, financially sound and beautiful place to live.

Sincerely,

John Fitzgibbon
President

Randy Stolt
Vice President

Nancy Pavey
Treasurer

Brenda Day
Secretary

Neil Bader
Director

Jerry Beets
Director

Rita Butler
Director

John Fishburne
Director

Rex Templeton, Jr.
Director

Milly Pitts-DiCicco
Ex-Officio

**The Property Owners Association for
The Landings on Skidaway Island**

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The Landings Covenant Modernization Vote

Frequently Asked Questions

Q What are covenants?

A Covenants are formal agreements among Landings Association members about how we will behave. They also include provisions regarding the Association, voting rules, and other administrative matters. Covenants are deed restrictions that we are required to follow as property owners at The Landings.

Q Why do we need to modernize them?

A A lot has changed since our covenants were drafted in 1972. As a result, our current covenants contain obsolete provisions and are missing provisions found in modern covenants. Updating will make them more relevant and clear.

Q Why did it take 40 years to begin modernizing our covenants?

A There were steps we had to take first. In 2007, we removed a provision limiting updates to covenants only every 10 years. In 2013, we adopted the Property Owners' Association Act (POAA), thereby requiring all ~ not some ~ owners to comply with covenant changes. Covenants were benchmarked against best practices covenants; modifications were drafted and reviewed with legal counsel.

Q What process was used to arrive at the proposed changes?

A First, TLA's Board determined important potential changes. Those changes were the subject of a survey receiving more than 1,600 responses. Most proposed changes had a high level of support. At a February Town Hall meeting to discuss survey results, attendees affirmed their support and provided detailed feedback on the changes. TLA's Board used this information to identify the first five proposals to be put to a community vote.

Q What is the impact of deleting the obsolete language and identifying developer rights and duties assumed by the Association?

A Impact is minimal. The deleted language has no impact on current TLA members, and the rights and duties to be formally assumed have been the Association's responsibilities for years.

Q Why are we adopting POAA provisions? Didn't we do that last year?

A Certain provisions of the POAA must be included in our covenants to become effective.

Q Why allow shallow wells?

A The developer did not enforce the original (1972) covenant prohibiting shallow wells, so today there are about 2,500 shallow wells at The Landings. This reality should be reflected in the Covenants. Shallow wells do not draw water from the Floridan aquifer and provide an alternative source of irrigation.

Q Why allow emergency entry into private property?

A Time is of the essence in an emergency. If the first person on the scene is a TLA employee, this provision allows them to deal with the emergency immediately, rather than wait for the police, fire department, or other first responders. Such action should help to limit losses from emergencies.

The Landings Covenant Modernization Vote

Frequently Asked Questions

Q Why change the rules on home businesses?

A The developer did not enforce the original (1972) covenant prohibiting home businesses, so today there are a number of home businesses quietly operating at The Landings. This reality should be reflected in the Covenants. The proposed provision allows, and provides detailed guidelines for, home businesses. The guidelines are similar to the ones TLA currently uses.

Q What happened to the home maintenance, liability, and compliance with legal documents proposals?

A We are still working on them. There was a great deal of interest and input on these proposals at the February Town Hall meeting. We are working on incorporating the community feedback, and as these particular issues are complex, further time is needed to formulate solid proposals for a vote. We will keep the community fully posted on our progress.

Q Why should we adopt these changes?

A The current covenants are full of obsolete and unenforceable provisions and do not reflect the way we currently operate. This makes them difficult to understand. The proposed covenant revisions resolve these issues. If you read the current covenants and compare them with the revised version, you will notice significant improvements.

Q What are the requirements to adopt the changes?

A A “YES” vote by two-thirds of all lots is required to adopt each of the proposed amendments.

Q What is the biggest challenge to adopting the changes?

A Voter apathy. In last year’s vote to adopt the POAA, 25% of property owners didn’t vote. We need “YES” votes by owners of two-thirds of all 4,422 lots (2,948 “Yes” needed) to pass each proposed amendment.

Q What’s in it for me?

A The Landings will have covenants that are clear and reflect the way we actually operate. This allows the community to better understand important governance issues and, due to improved transparency, to support future community improvements. We believe that prospective homebuyers are favorably impressed by improved governance. Good governance makes good neighbors.

Q What can I do to help?

A Vote “YES”, and vote early. Encourage your friends and neighbors to vote. Also, educate yourself about governance issues. We believe that the survey, Town Hall meetings, TLA’s Annual Meeting, and numerous written communications have helped to increase the levels of knowledge about and interest in our covenants. This is a good thing, and we hope that you will do your part to help this trend continue.

Q How can I get more information?

A Email covenants@landings.org or call 912-598-5528. Copies of the current covenants, current covenants revised to reflect the adoption of the proposals, and a copy marked to show the changes between the two are available on the Association’s website (www.landings.org) under Library > 2014 Covenants Modernization Vote. Hard copies are also available at the Association’s office (600 Landings Way South) or from your Block Captain.

Proposed Amendments to The Landings Association Covenants

This document has two parts. In Part I, there is a summary of the five proposed covenant changes on the ballot. Part II provides the specific wording of all covenant changes.

Part I Summary of Five Covenant Items on the Ballot

The summary below of proposed amendments to the original (1972) Covenants provides a rationale for the changes and in the third column, instructions for viewing the specific wording in Part II.

| Proposed Covenant Amendments Up for Approval | Rationale for Changes | Location, in Part II, of Specific Changes to Original (1972) Covenants |
|--|---|---|
| 1. REMOVE ORIGINAL DEVELOPER PROVISIONS AND IDENTIFY DEVELOPER RIGHTS AND DUTIES ASSUMED BY THE ASSOCIATION | In 1972, Landings Association Covenants were produced by The Branigar Organization and contained provisions about developer rights. Branigar completed the development, left The Landings in the late 1990s, and is no longer involved with The Landings. Covenant provisions regarding developer rights are no longer relevant or applicable and should be removed. Also, when the developer left, certain rights and duties were assumed by the Association. This change should be reflected. | Refer to page 6 for specific deletions and substitution of the word "Association" for "Developer". |
| 2. MODIFY COVENANTS TO INCLUDE PROPERTY OWNERS' ASSOCIATION ACT (POAA) PROVISIONS | In April 2013, Landings owners voted to adopt the Georgia Property Owners' Association Act (POAA). The Act contains important provisions that apply to The Landings Association (TLA) and its members. Currently, in order to know the applicable provisions, TLA members must refer to the Act itself. Certain provisions of the Act are required to be included in our Covenants to become effective. Provisions regarding the collection of assessments and the perpetual life of the Covenants have been added. | Refer to pages 6-7. The last paragraph of Article 8.7, as well as the entire Articles 8.8, 8.9, and 11.1A in the original (1972) Covenants are deleted and replaced by revised Articles 8.8 and 11.1A in order to include provisions for POAA. In addition, Article 2.1.1 has been added. |
| 3. ALLOW SHALLOW WELLS FOR NON-POTABLE WATER | In the current Covenants, Article 4.12 prohibits wells on private lots. However, about 2,500 shallow wells for irrigation already exist at The Landings. This reality should be reflected in the Covenants. Shallow wells do not draw water from the Floridan aquifer and provide an alternative source of irrigation. | Refer to page 8 for revised wording for Article 4.12 |
| 4. ENABLE EMERGENCY ENTRY INTO PRIVATE PROPERTY | Current Covenants do not provide TLA with authority to enter private property in an emergency. Allowing TLA access to private residences in the event of a health emergency, fire, or security issue will help ensure that such emergencies are dealt with in a timely manner. | Refer to page 8 for added provision, Article 6.6. |
| 5. DEFINE ALLOWABLE HOME BUSINESSES | Current Covenants prohibit any home occupation or profession being conducted at The Landings. Since 1972, home offices have in fact become common in The Landings. This amendment allows home businesses if they are not detectable from outside the house and do not generate traffic, parking, or other problems. | Refer to page 8 for proposed new language, defining allowable home businesses. |

For more details, you may view the supporting documents described below either online (www.landings.org, under Library > 2014 Covenants Modernization Vote) or by requesting a hard copy from The Landings Association (912-598-2520).

Supporting document #1 - Original *General Declaration of Covenants and Restrictions* (from 1972).

Supporting document #2 - Marked-up version of *General Declaration of Covenants and Restrictions* (shows all proposed amendments in a "redlined" document).

Supporting document #3 - Revised *General Declaration of Covenants and Restrictions* (presents the Covenants only in their proposed, revised form, with the new language highlighted).

Proposed Amendments to The Landings Association Covenants

Part II Proposed Amendments to The Covenants in Their Entirety

Amendments Relating To Item 1: REMOVE ORIGINAL DEVELOPER PROVISIONS AND IDENTIFY DEVELOPER RIGHTS AND DUTIES ASSUMED BY THE ASSOCIATION

Delete provisions relating solely to The Developer and/or the development of The Landings:

1. Article 2.4 - Delete “the Developer grants, assigns or conveys to” and “title, interest in or rights of use, or with respect to which the Developer”.
2. Article 3.2 - Delete entire article (Additions to Existing Properties).
3. Article 3.3 - Delete “Other” in title, “other than its parent corporation”, and “in the same manner as is provided in Article 3.2”.
4. Article 5.2 - Delete “until such Committee has been created and is functioning, and”.
5. Article 5.4 - Delete “Subject to the continuing right of Developer to approve the maximum amount thereof” and “and the Developer”.
6. Article 6.2 - Delete entire article (Title to Common Properties).
7. Article 6.3 - Delete “with the Developer”.
8. Article 6.3.1 - Delete entire article (transfer of common property to Association).
9. Article 6.4 - Delete entire article (transfer of common property to Association).
10. Articles 6.5.6, 8.2.3, 8.4, and 8.5 - Delete “each class of”.
11. Article 6.6 - Delete “transferred to the Association”.
12. Article 6.6.1 - Delete “pursuant to Articles 6.1”.
13. Article 7.2 - Delete “The Association shall have two classes of voting members. Class A: Class A”, “with the exception of the Developer”, and the title and first two paragraphs of the Class B section.
14. Article 8.1 - Delete “The Developer, for each lot and living unit owned by it within the properties, hereby covenants, and”.

15. Article 8.6 - Delete “but in any event not before January 1, 1974. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement.”, “after the first year”, “first”, and the entire 5th sentence.

Replace the word “Developer” with the word “Association” each time it appears in the following:

- 1.2, 3.3, 4.5, 4.14, 5.1, 5.2, 5.4, 6.5.1, 6.6, 6.6.1, 6.6.3, 6.6.4, and 6.7.

Delete provisions, phrases, and word that no longer are relevant:

1. Article 4.7 - Delete “station wagons”.
 2. Article 5.2 - Delete “Control” in title.
 3. Article 8.1 - Delete “(2) special purpose annual assessments or charges”.
 4. Article 8.2.2 - Delete entire article (Annual Special Purpose Assessment).
 5. Article 8.3.1 - Delete “The annual general purpose assessment shall be \$100 per lot or living unit. From and after January 1, 1976,”
 6. Article 8.3.2 - Delete entire article (Annual Special Purpose Assessment).
 7. Article 8.4 - Delete “From and after January 1, 1976,”
 8. Article 8.6 - Delete “and annual special purpose” and “or annual special purpose”.
 9. Article 10.1 - Delete “at the rate of Four Dollars (\$4.00) per month per lot”, “minimum”, and “of \$175”.
- Article 10.2 - Delete “at the rate of Four Dollars (\$4.00) per month per lot”, “minimum”, and “of \$500”.

Amendments Relating To Item 2: MODIFY COVENANTS TO INCLUDE PROPERTY OWNERS’ ASSOCIATION ACT (POAA) PROVISIONS

Proposed Change - Add the following definition as 2.1.1:

2.1.1 “Act” shall mean the Georgia Property Owners’ Association Act, O.C.G.A § 44 3 220, et seq. (Michie 1982), as such act may be amended from time to time.

Proposed Change - Delete and Replace Article 8.8 in its entirety with the following:

8.8 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association per OCGA 44-3-232:

Proposed Amendments to The Landings Association Covenants

8.8(a) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual general purpose assessments; (ii) special assessments for capital improvements; (iii) as authorized by Section 44-3-225(a) of the Act; and (v) charges imposed by the Association for a benefit or service provided to an Owner.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot or Living Unit and shall be a continuing lien upon the Lot or Living Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot or Living at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia records evidencing the lien created under the Act and this Declaration.

No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Properties, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

8.8(b). Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

Proposed Change - Add the following Article, as 8.10:

8.10 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot or Living Unit, or a lender considering a loan to be secured by a Lot or Living Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot or Living Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten and No/100 Dollars (\$10.00) or such higher amount as may be authorized under the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

Proposed Change - Delete Article 11.1A in its entirety and replace with the following:

11.1A Duration. The covenants and restrictions set forth in the Declaration shall have perpetual duration in accordance with the Act.

- a) a late charge equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;
- b) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date; and
- c) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Common Areas including, but not limited to, the use of a vehicle on the roads and the suspension of electronic entrance, shall be automatically suspended until all amounts owed are paid in full; provided, however, the Board may not deny ingress or egress to or from a Lot or Living Unit and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Act and Georgia law, including the cost of collections, court costs, expenses required for protection and preservation of the Lot, and reasonable attorney's fees actually incurred. Enforcement under this subsection is not dependent upon or related to other restrictions and/or other actions.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expense, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges. The lien provided for herein shall have priority as provided in the Act.



Proposed Amendments to The Landings Association Covenants

Amendments Relating To Item 3: ALLOW SHALLOW WELLS FOR NON-POTABLE WATER

Article 4.12 is deleted and replaced by the following: "No well providing potable water or septic system shall be constructed or maintained on any Lot."

Amendments Relating To Item 4: ENABLE EMERGENCY ENTRY INTO PRIVATE PROPERTY

Add the following Article 6.6:

6.6 Emergency Access. There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Property to respond to any emergency, security and safety purpose. The right may be exercised by the Association's access control officers as well as by police officers, firefighters, ambulance personnel, first responders and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot. For purposes of this Section, an emergency justifying immediate entry into a Lot shall include, but not be limited to the following situations: a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this subparagraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

Amendments Relating To Item 5: DEFINE ALLOWABLE HOME BUSINESSES

Delete the first sentence of Article 4.7 of the Covenants. In addition, add the new language below:

Home Occupations:

The Owner or Occupant residing in a Dwelling may conduct business activities within the Dwelling subject to the following:

- a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Dwelling;
- b) the business activity does not involve visitation or deliveries to the Lot or Dwelling by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot or Dwelling without business activity;
- c) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot or Dwelling, by permitted business invitees;
- d) the business activity is legal and conforms to all zoning requirements for Chatham County;
- e) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and
- f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in the Association's sole discretion.
- g) No Dwelling and no Lot may be used for special events, such as weddings, parties, or photo shoots where the Owner receives any remuneration.
- h) None of the above shall be applicable to open houses or activities involving the sale of a Lot or Dwelling.
- i) The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted from a Lot or Dwelling. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.
- j) The term "business" or "trade," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.
- k) Dwellings may be rented for residential purposes only. No Dwelling shall be rented for timeshare, fractional ownership or hotel purposes, nor may any Owner rent less than the entire Dwelling. All tenants shall be subject in all respects to the provisions of the Declaration, By-Laws, Articles of Incorporation and rules and regulations. The preceding shall not apply to guests of The Landings Company and guests of The Landings Club, Inc.