

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FOR WATERS EDGE AT HOLIDAY SHORES**

THIS DECLARATION is made on this 27th day of April, 1989, by PATTEN CORPORATION, a Massachusetts corporation, duly authorized to transact business in the State of Georgia (hereinafter referred to as "Declarant").

RECITALS

DECLARANT is the owner of that certain real property located in Hancock County, State of Georgia, known as HOLIDAY SHORES Subdivision as described in the Supplemental Declaration attached hereto as Exhibit "A" and made a part hereof.

DECLARANT intends to sell and convey the said Lots and Parcels situated within the Development and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of the Lots and Parcels in the Development and the owners and future owners thereof.

NOW, THEREFORE, DECLARANT declares that all of the said Lots and Parcels in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in the furtherance of a plan for the development, improvement and sale of said Lots and Parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels; to create reciprocal rights between the respective owners of all such Lots and Parcels; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the Development and their respective owners, present and future.

- I. DEFINITIONS. The following terms as in this Declaration are defined as follows:
- a. "Association" means the Holiday Shores Association, a Georgia non-profit corporation.
 - b. "Board" means the Board of Directors of the Association.
 - c. "By-Laws" means the By-Laws of the Association.
 - d. "Committee" means the Environmental Control Committee.
 - e. "Declarant" means PATTEN CORPORATION, its successors and assigns.
 - f. "Declaration" means this Declaration of Restrictive Covenants dated the 27th day of April, 1989, as the same may be supplemented or amended from time to time.
 - g. "Development" means Holiday Shores as the same may be shown on the maps thereof recorded from time to time hereafter and as described in the Supplemental Declaration.
 - h. "Improvement" means all buildings, out-buildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and any other structure of any type or kind.
 - i. "Lot" means any numbered lot designated on the plat.
 - j. "Owner" means:
 - i. Any person, including DECLARANT, who holds fee simple title to any Lot in the Holiday Shores Subdivision which is at any time subject to the provision of this Declaration.
 - ii. Any person or legal entity who has contracted to purchase fee simple title to a Lot pursuant to a written Agreement in which case the seller under said Agreement shall cease to be the owner while said Agreement is in effect.

- k. "Parcel" means any named, lettered tract shown on the plat.
- l. "Plat" means the maps or plats of Holiday Shores as they are from time to time recorded.
- m. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) adult persons not so related, together with his or their domestic servants maintaining a common household in each dwelling.
- n. "Supplemental Declaration" means:
 - i. The recorded Supplemental Declaration of the Declarant attached hereto as Exhibit "A"; or,
 - ii. In the case of real property being annexed to the Development, the recorded Supplemental Declaration of Declarant which incorporates the provisions of this Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property in the Development, subject to the provisions of this Declaration and shall designate the permissive uses of such property.

II. **LAND USE.** Lots and Parcels in the Development shall be designated in the Supplement Declaration as to their permissible uses and shall thereupon become subject to the restrictive or other provisions in this Declaration relating to such uses. In the event a use is designated for which no provisions are contained herein (e.g., commercial, governmental, school, etc.), the same may be set forth in such Supplemental Declaration.

- a. **SINGLE FAMILY RESIDENTIAL.** Except as may be hereinafter provided, only single family dwellings and such out-buildings as are usually accessory thereto shall be permitted on any Lot designated as single family residential. The following restrictions shall apply specifically to such Lots:
 - i. **MINIMUM AREA.** Each dwelling shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other out-buildings) with not less than 900 square feet of fully enclosed living space on the first floor.
 - ii. **SET-BACKS.** Each dwelling shall be at least:
 - A. Thirty (30) feet from the road front Lot line;
 - B. Fifty (50) feet from the rear Lot line; however, on lake front Lots, that portion of a dwelling closest to the lake shall also be constructed not less than one hundred (100) feet from the 340 foot contour line or above elevation 350, whichever shall be closer to elevation 340.
 - C. Fifteen (15) feet from the side Lot lines;
 - D. In the event that the Committee shall determine that application of the set-backs contained herein to a particular Lot would unreasonably limit the use thereof by the Owner and effectively deprive him of an appropriate construction site upon said Lot, the Committee shall grant a variance to the Owner of said Lot from the provisions of these set-back restrictions sufficient to enable the Owner to construct a dwelling upon that Lot.

III. **RESIDENTIAL RESTRICTIONS.** The following shall be applicable to all Lots and Parcels within the Development designated as residential in character, and each Owner, as to his Lot or Parcel, covenants to observe and perform the same:

- a. **ACCESSORY OUT-BUILDINGS.** Without the approval of the Committee, no accessory out-buildings, except a well house, shall be erected on any Lot or Parcel prior to the erection thereon of a dwelling. In no event shall any such accessory out-building, partially completed or temporary structure, ever be used for human occupancy or habitation.

- b. **COMPLETION OF CONSTRUCTION.** Construction of any improvements, once commenced, shall be completed within 12 months. Improvements not so completed, or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within 12 months, shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the owner.
- c. **PROHIBITION AGAINST USED STRUCTURES.** Without the approval of the Committee, no used buildings or structures intended for use as a dwelling, shall be placed on any Lot.
- d. **MAINTENANCE OF LOTS.** All Lots and Parcels, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a part of the annual assessment to which such Lot is subject. Neither Declarant, the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.
- e. **DISPOSAL OF SANITARY WASTE.** No outside toilet shall be constructed on any Lot. All residential buildings, all plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to an approved septic system.
- f. **FENCES.** All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.
- g. **NUISANCES.** No noxious or offensive activities or nuisances shall be permitted on any Lot.
- h. **SIGNS.** No person, except the Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement, unless prior approval is obtained from the Committee.
- i. **ANIMALS.** No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as to not to become a nuisance.
- j. **GARBAGE AND REFUSE DISPOSAL.** No Owner shall burn trash, garbage or other like household refuse without a permit from the Committee, nor shall any Owner accumulate on his Lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
- k. **CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES.** Fuel storage tanks on any Lot shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, the lake within the Development, except at the times when refuse collections are made.
- l. **RESTRICTIONS ON TEMPORARY STRUCTURES.** For a period of three (3) years from the date hereof, camping will be permitted on any Lot irrespective of whether a dwelling has been constructed thereon, subsequent thereto camping will be permitted on a Lot only if a dwelling has been constructed thereon. In any event, camping shall be restricted to the use of tents, campers and recreational vehicles originally manufactured as such. All such vehicles shall be currently licensed with the state of their registry. At no time shall a mobile home be placed on any Lot.
- m. **REMOVAL OF TREES.** No trees over three inches in diameter may be removed from any Lot, except by Declarant, without the prior written consent of the Committee.
- n. **LIMITED ACCESS.** There shall be no access to any Lot on the perimeter of the Development except from designated roads within the Development.
- o. **DITCHES AND SWALES.** Each owner shall keep drainage ditches and swales located on this Lot free and unobstructed and in good repair and shall provide for the installation of culverts upon his Lot as may be reasonably required for proper drainage.
- p. **RE-SUBDIVISION OF LOTS.** No single-family residential Lot or Parcel shall be further subdivided.
- q. **DRILLING AND MINING.** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

IV. LAKE AND LAKE FRONT LOTS.

- a. OWNERSHIP OF LAKE FRONT LOTS. The lake side boundary of any Lot shown on the Plat as being contiguous to Lake Sinclair shall be elevation 340 feet.
- b. LIMITATIONS OF WATER RIGHTS. No owner of a Lot contiguous to a lake or stream shall have any rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevation, use or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.
- c. RIGHT TO REMOVE ACCRETIONS. Subject to a prior approval of the owner of the Lake, Declarant or the Association, or their designee shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lake front in order that the shoreline of the lake to which said Lot is contiguous may be moved inland toward or to the boundary of said Lot.
- d. RESPONSIBILITY FOR DAMAGES. Neither Declarant nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream.
- e. DOCKS AND PIERS. No dock, pier, boat house, or other similar structure shall be constructed without the express permission of the Committee and that of the Owner of the Lake.

V. THE ENVIRONMENTAL CONTROL COMMITTEE.

- a. GENERAL POWERS. All improvements constructed or placed on any Lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications, shall show the location of all improvements, if any, existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.
- b. COMMITTEE MEMBERSHIP. The Committee shall be composed of three (3) members, to be appointed by Declarant, at least one of whom shall be a qualified member of any of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to do so within two months after any such vacancy, then by the Association through action of the Board. The power to appoint or remove Committee members shall be transferred to the Association when 90% of all Lots owned by it in the Development have been sold by Declarant.
- c. GROUNDS FOR DISAPPROVAL. The Committee may disapprove any application:
 - i. If such application does not comply with this Declaration;
 - ii. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or,
 - iii. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other Lots.
- d. RULES AND REGULATIONS. The Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

- e. **VARIANCES.** The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other Lots.
- f. **CERTIFICATION OF COMPLIANCE.** At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these Restrictions.
- g. **ADMINISTRATIVE FEES.** As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans and specifications, to be not more than one-fourth of 1% of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for re-submission.
- h. **LIABILITY.** Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.
- i. **APPEALS.** Any applicant shall have the right to appeal to the Board any decision of the Committee within 30 days after the entry of such decision.
- j. **RESTRICTION ON CONSTRUCTION OF MODEL HOMES.** Model or exhibit homes shall be built and used as such only with the prior written permission of the Committee.

VI. THE ASSOCIATION.

- a. **GENERAL.** The Association is a Georgia non-profit corporation organized to further and promote the common interests of property owners in the Development. The Association shall have such powers in the furtherance of its purposes as set forth in its Articles and By-Laws.
- b. **RIGHTS, PRIVILEGES AND OBLIGATIONS.** The rights, duties, privileges and obligations of membership in the Association are as set forth in its Articles and By-Laws.

VII. ASSESSMENTS.

- a. **GENERAL.** Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual assessments against all Lots in the Development. Provided, however, except as may be otherwise indicated, no assessment shall be levied against Lots owned by Declarant or any successor developer.
- b. **COLLECTION AND LIEN.** The amount of the assessment levied by the Association shall be paid to it on or before the date or dates fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including interest at the maximum limit rate allowed by law per annum from the date of delinquency, and costs of collection, including Attorney's fees, if any, shall constitute and become a lien on the Lot so assessed when the Board causes to be recorded in the office of the Clerk of Court of Hancock County, a notice of assessment which shall state the amount of such assessment and such other charges and a description of the Lot which has been assessed. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of such lien.
- c. **PRIORITY OF LIEN.** Conveyance of any Lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

- d. ENFORCEMENT. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.
- e. PROOF OF PAYMENT. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- f. SUSPENSION. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any Owner or persons claiming under them unless or until all assessments and charges to which they are subject have been paid.

VIII. EASEMENTS.

- a. RESERVATIONS. The following easements over each Lot or Parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees:
 - i. UTILITIES. A ten (10) foot wide strip running along the inside of the side Lot lines, a twenty-five (25) foot wide strip coincident with road right-of-way lines, and a twenty-five (25) foot wide strip running along the inside of the rear Lot line, for the installation, maintenance and operation of utilities, including water lines and well pump houses, radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove such trees and plantings wherever necessary upon such Lot in connection with such installation, maintenance and operation.
 - ii. SLOPES AND DRAINING. A thirty (30) foot wide easement running along the inside of all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainages courses. Declarant and its licensees further reserve the right to cause or permit drainage of surface water over and/or through all Lots.
 - iii. ROADS. An easement on, over and under all roads in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder, for the purpose of drainage control; for access to any Lot or Parcel; and, for purposes of maintenance of said roads.
 - iv. OTHER EASEMENTS. Any other easements shown on the Plat.
 - v. USE OF AND MAINTENANCE BY OWNERS. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot, but no structures, planting or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.
- b. LIABILITY FOR USE OF EASEMENTS. No Owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or not for exercise of any easement reserved hereunder or shown on the Plat except, in cases of willful or wanton misconduct.

IX. ANNEXATION.

- a. PROPERTY TO BE ANNEXED. Declarant may, from time to time and in its sole discretion, annex to the Development any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of the Development.
- b. MANNER OF ANNEXATION. Declarant shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration which shall:

- i. Describe the real property being annexed and designate the permissible uses thereof:
- ii. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and, declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such Plat and the Supplemental Declaration, the annexed area shall become a part of the Developments, as fully as if such area were part of the Development on the date of recording of this Declaration.

X. REMEDIES.

- a. ENFORCEMENT. Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- b. SUSPENSION OF PRIVILEGES. The Board may suspend all voting rights, if any, and all rights to use the Association's Common Areas of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.
- c. CUMULATIVE RIGHTS. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XI. GRANTEE'S ACCEPTANCE. Each grantee or purchaser of any Lot or Parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot or Parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance, each grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

XII. SUSPENSION OF RESTRICTIONS. The provisions on improvements, use and occupancy set forth herein shall be suspended as to any Lot, Parcel or other area while and so long as the same is owned by or leased to the State of Georgia or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such Lot, Parcel or area for said purposes. On cessation of such use, such provisions shall become applicable again in their entirety. While owning or leasing and using such, Owner shall have no rights as a member of the Association, nor shall be liable for any Association assessments.

XIII. SEVERABILITY. Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

- XIV. CAPTIONS. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.
- XV. TERM AND AMENDMENT. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2020, after which time the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended by the affirmative vote of a majority of the Owners of all Lots in the Development and recording an amendment to this Declaration duly executed by the requisite number of such Owners required to effect such amendment.