

STATE OF GEORGIA DECLARATION OF PROTECTIVE COVENANT,
COUNTY OF BRYAN) CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 7 day of DECEMBER 1993, by TIDAL DEVELOPMENT, INC., a Georgia Corporation (here after the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of A parcel of land in Effingham County, Georgia (described on Exhibit "A" hereto) which has been subdivided into a Subdivision known as COVENTRY PLANTATION, according to a Plat of Survey by James Mills, Georgia Registered Surveyor No.971, and recorded in the Office of the Clerk of the Superior Court of Effingham County on August 31, 1993 in Cabinet A, Slide 233-A, (hereinafter the "Subdivision Map"), which Subdivision Map by this reference is incorporated herein and made a part hereof. (COVENTRY is hereafter the "Subdivision: and the lots in the Subdivision are hereinafter the "Lots"); and,

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

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

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

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

WHEREAS, it is to the interest and advantage of the Developer and to each and every person, corporation, partnership, or other entity who shall hereafter purchase any Lot in the Subdivision, to,

establish a homeowner's association for the Subdivision for various administrative activities, maintenance, and to provide for annual assessments of the Lot owners to carry out the purposes of said homeowner's association.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Developer and each and every subsequent owner of a Lot in the Subdivision, Developer does hereby set up, establish, promulgate, and declare the following Protective Covenants and Restrictions (hereinafter the "Covenants") to apply to all of the Lots in the Subdivision, and to all individuals hereafter owning one or more of the Lots, to-wit:

1. LAND USE AND BUILDING TYPE

(a) No structure on a Lot shall be used for any purpose other than private residential use; and,

(b) Only one (1) single family dwelling, not to exceed two (2) stories in height, shall be erected on a Lot; and,

(c) Any structure erected upon a Lot shall be fully completed within twelve (12) months from the date that construction is commenced on said structure.

2. ARCHITECTURAL CONTROL

(a) The Architectural Committee (hereinafter "Committee") shall consist of three (3) members who shall be designated by the Board of Directors of the Homeowner's Association for the Subdivision. The initial Committee shall consist of Anthony Register and John Meeks, whose address for purpose of notice under the Covenants shall be Tidal Development, Inc., Post Office Box 1646, Richmond Hill, Georgia 31324.

(b) No building, walkway, driveway, fence, screening device or swimming pool or other improvements shall be erected, placed, or altered on or adjacent to a Lot, unless the construction plans, specifications, exterior colors, and finishes, and a plot plan have been submitted to and approved by the Committee, **as** to conformity and harmony of external design and general quality with the existing standards of the neighborhood, and as to location of any improvement which respect to topography and finished ground elevations; and,

(c) The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove the construction plans, specifications, exterior colors, and finishes, and plot plan within thirty (30) days after the same have been submitted to it, approval will not be required, and the approval of the Committee shall be deemed to have been given; provided, however, that such failure to disapprove shall not be.

deemed to waive compliance with the Covenants as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to enjoin completion of construction may be brought at any time prior to the completion of such improvements; and,

(d) No alterations in the exterior appearance of any building, walkway, driveway, fence, screening device or swimming pool or other improvements on a Lot shall be made without written approval by the Committee as provided in this Paragraph.

3. DWELLING QUALITY AND SIZE

A one (1) story dwelling shall not have less than one thousand one hundred fifty (1150) square feet of heated area and a one (1) car garage. A two (2) story dwelling shall not have less than one thousand two hundred (1200) square feet of heated area and a one (1) car garage on the ground floor and not less than two hundred (200) square feet of heated area on the second floor.

4. BUILDING LOCATION

(a) No building shall be located on a Lot within the building set back lines as shown on the Subdivision Map; and,

(b) No improvements may be placed in or upon land reserved for easements as shown on the Subdivision Map.

5. EASEMENTS

(a) No title to land located in a street is intended to be conveyed or shall be conveyed to the grantee under any deed, or to the purchaser under any contract to purchase, unless expressly so provided in such deed or contract to purchase; and,

(b) Easements shall, at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi- public utilities, and to the Developer, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said easements for the purpose of doing whatever may be necessary in, under and upon said easements for the purpose of carrying out of any of the purposes for which said easements, reservations, and right-of-ways are reserved or may hereafter be reserved; and,

(c) Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or shown on the Subdivision Map.

6. TEMPORARY STRUCTURES

(a) No structure of a temporary character, including but not limited to, trailers, tents, shacks, garages, mobile homes, barns, or other out-buildings, shall be placed upon a Lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a dwelling. However, temporary structures used by a contractor shall not be used as a residence and shall not be permitted to remain on a Lot after completion of construction.

7. SIGNS

No signs of any kinds shall be displayed to public view on a Lot, except two (2) professionally made signs of not more than five (5) square feet each advertising the Lot and improvements thereon, if any, for sale or rent, or signs used by contractors or construction lenders to advertise during the construction of a dwelling on a Lot.

8. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that no more than three (3) dogs and no more than five (5) cats may be kept on a Lot, provided that they are not kept, bred, or maintained for any commercial/ purpose. All animals must be confined to their owners' Lot.

9. GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage, or other waste shall not be kept on a Lot, except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. If such equipment is visible from the street, it must be kept in an area enclosed by a fence.

10. VEHICLES

Non-operable vehicles will not be permitted to remain on any Lot or street within the Subdivision. No major work on any equipment, including, but not limited to, automobiles or boats, shall be allowed in the Subdivision unless the equipment is within the confines of a building structure.

11. DURATION

The covenants and restrictions of this Declaration shall run with the land, bind the land and shall inure to the benefit of all and be enforceable by the Association, the Developer, the Committee, or any owner, their respective legal representatives,

heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. The Covenants and Restrictions of this Declaration may be continued beyond said twenty (20) years for successive periods of ten (10) years each as follows: to continue the Covenants and Restrictions of this Declaration at least two-thirds of the record Owners of Lots shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record Owners of Lots affected thereby, and a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such extension shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

12. NUISANCES

No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to residents of the Subdivision. No vehicle of any type shall be parked on grassed areas. Landscaping, shrubbery, grass and fences shall be maintained at all times.

13. ENFORCEMENT

Enforcement of the Covenants, and actions against violations thereof, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the Covenants, and may be brought to restrain the violation or recover damages, or both. A person bringing such action must be either the Developer, a Lot Owner, or a member of the Committee or the Association.

14. SEVERABILITY

Invalidation of anyone or more of the Covenants by judgment or court order shall not affect any of the other provisions of the Covenants, which shall remain in full force and effect.

15. FUEL TANKS

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

16. SUBDIVISION OF LOTS

No Lots shall be subdivided, or their boundary lines changed, except with the written approval of the Committee. The ~ Developer reserves to itself the right to replat any Lot and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site.

17. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

(a) Except as otherwise provided in the Covenants, the administration of the Subdivision shall be vested in an association to be known as COVENTRY PLANTATION HOMEOWNERS ASSOCIATION, INC (herein referred to as either the "Association" or the "Homeowners Association"). Every person who is the record owner of a fee or undivided fee interest in a Lot shall be a member of the Association. Included, as a member of the Association is the Developer. The foregoing is not intended to include entities who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership vote per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association, together with his undivided interest in the funds of the Association, shall automatically cease; and

(b) The Association shall have two classes of voting I members:

(i) Class "A " Members shall be all of those owners as defined in sub-paragraph (a) above, with the exception of the Developer, which shall be the Class "B" Member. Class "A" Members shall be entitled to one vote for each Lot. When more than one person holds an interest in a Lot, all such persons shall be members and the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot; and,

(ii) Class "B" Members (the Developer) shall be entitled to three (3) votes for each Lot owned by the Developer. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, i whichever occurs earlier:

(a) when all lots are sold and closed by the Developer;

(b) on January 1, 2000.

(c) All present and future owners, tenants, and occupants of a Lot shall be subject to and shall comply with the provisions of the Covenants, the Bylaws, and Rules and Regulations,

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

18. MAINTENANCE

(a) Maintenance of the entrance to the Subdivision, within the Subdivision and any common areas within the Subdivision shall be the responsibility of the Association; and,

(b) The operation and maintenance of any lighting at the entrance to the Subdivision or any street lighting in the Subdivision not provided by governmental authority shall be the responsibility of the Association; and,

(c) If it is determined under Georgia law that the need for maintenance or repair of common areas, entrances, or lighting is caused by the willful or negligent act of a Lot owner, his family, guests, or invitees, then all of the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot owner is subject.

19. ASSESSMENTS

(a) Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of sub-paragraphs (i) and (j) of this paragraph, the Developer, for each Lot owned by it, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay the Association annual assessments or charges, as hereinafter provided; and,

(b) The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. A notice claiming such lien may be filed for record by the Association in the Office of the Clerk of the Superior Court of Effingham County, Georgia, but in no event shall any claim of lien be filed until such sum has remained unpaid for more than thirty (30) days after the same shall become due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied. Each owner shall be liable for his portion of each assessment coming due while he is the owner of a Lot and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, all without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall, however, be entitled to a statement from the Board of

Directors of the Association within ten (10) days after request therefor, setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot be subject to a lien for any unpaid assessments against a grantor in excess of the amount stated in such statement. The purchaser of a Lot at a judicial or foreclosure sale shall be liable only for assessments coming due after the date of such sale; and,

(c) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of the Lots, and in particular, for the improvement and maintenance of the Subdivision, for services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, entrance and lighting in the Subdivision, and of the Lots, as herein provided. Such assessments shall include, but shall not be limited to funds for actual costs to the Association of all administration, insurance, repairs, replacements, and maintenance of any common areas, entrance, and lighting of the Subdivision, as provided by the Covenants and as may from time to time be authorized by the Association or its Board of Directors. Other activities to be paid for by means of such assessment include management fees, grass mowing, caring for grounds, landscaping, equipment, and other charges as may be required by the Covenants or that the Association of Board of Directors shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repairs, replacements and maintenance, and ad valorem taxes; and,

(d) Maximum Amount of Annual Assessments Until January 1, 1997, the maximum annual assessment for each Lot shall be One Hundred and no/100 (\$100.00) Dollars. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of membership of the Association, and the maximum annual assessment may be increased more than five (5%) per cent above the maximum assessment for the previous year by -vote of two-thirds (2/3rds) of each voting class of membership of the Association who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days' written notice of the time, place, and purpose of such meeting to all members; and,

(e) Special Assessments Notwithstanding any annual assessments authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any common area, entrance and lighting in the Subdivision; provided that any such special assessment shall have the assent of two-thirds (2/3rds) of the votes of each voting class of members who are voting in person.

or by proxy at a meeting held subsequent to at least thirty (30) days' and not more than sixty (60) days' written notice of the time, place, and purpose of such meeting to all members, provided a quorum is present, as established in sub-paragraph (f) below; and,

(f) Quorum. At a meeting called to take any action by the Association, the presence at the meeting of owners or of proxies entitled to cast more than sixty (60%) percent of all votes of the Association shall constitute a quorum authorized to act. If the required quorum is not present, those in attendance shall establish a date, time and place for a subsequent meeting not later than sixty (60) days after the original meeting, to act on such matters, and at such subsequent meeting, the required quorum shall be one-half (1/2) of the required quorum at the preceding meeting, and;

(g) Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for in this paragraph shall be established on a calendar year basis, and shall commence January 1, 1994, as to each Lot conveyed by the Developer to another owner. The first annual assessment for each Lot thus conveyed shall be adjusted according to the number of days remaining in the calendar year at the time of conveyance. Thereafter, the Association shall fix the amount of the annual assessments against each Lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of January 1 of each year. Unless otherwise provided by the Board, the annual assessment for each Lot shall become due and payable on the first day of February and shall be paid to the Association when due without further notice from the Association. Lots not previously conveyed by the Developer to other owners shall be exempt from the assessments created herein, as provided for in sub-paragraph (j) of this paragraph; and,

(h) Effect of Non-Payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against such owner's lot, in either event, interest, costs, and attorney's fees equal to fifteen (15%) per cent of the principal amount shall be added to the amount of such assessments as may then be due. Each owner, by his acceptance of a deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him personally for the collection of such charges as a debtor, or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the

Lot any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common areas, entrance or lighting of the Subdivision or abandonment of his Lot; and,

(i) Priority of Lien. The lien of the assessments provided for in this paragraph shall be prior and superior to all liens except ad valorem taxes and all sums unpaid on a first deed to secure debt or record. The sale or transfer of any Lot shall not affect any assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a first deed to secure debt thereon or a sale for taxes due, shall extinguish the lien of such assessment as to the payments thereon which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and,

(j) Exemption. All Lots shall be exempt from the assessments created herein until they are conveyed by the Developer to another owner or until January 1, 1994, whichever shall first occur.

20. ADMINISTRATION

(a) Responsibility for Administration. Subject to the provisions of this paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair, and replacement of the Common Areas, entrance and lighting of the Subdivision and those acts required of the Association pursuant to the Covenants shall be the responsibility of the Association. Such administration shall be covered by the Covenants and the Bylaws of the Association. The duties and powers of the Association shall be those set forth in the Covenants and said Bylaws, together with those reasonably implied to effect the purposes of the Association. Such duties and powers shall be exercised in the manner provided by the Covenants and Bylaws of the Association. The Association shall have the responsibility of approving the annual budget, establishing and collecting annual assessments, and arranging for the carrying out of the functions and activities of the Association as provided herein; and,

(b) Limitation of Liabilities: Indemnification. Notwithstanding the duty of the Association to maintain any common areas, entrance, and lighting of the Subdivision, the Association shall not be liable for injury or damage caused by any latent condition of any of these areas, nor for injury caused by the elements, owners, or other persons, nor shall any officer or director of the Association be liable to any owner for injury or damage caused by such officer or director in the performance of his duties, unless due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the,

Association shall be indemnified by the association against All expenses and liabilities, including attorney's fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement, whether or not he is an officer or director of the Association at the time such expense and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

21. FHA OR VA COMPLIANCE

(a) Notwithstanding Anything contained herein to the contrary, Developer shall have the unilateral right to amend or modify the Covenants, if in the sole discretion of Developer, such amendment or modification is necessary to provide that loans insured by the Federal Rousing Administration or Veterans Administration can be made to purchasers of Lots within the Subdivision.

(b) Any amendment or modification enacted by Developer pursuant to subparagraph (a) above shall affect all of the Lots within the Subdivision to the same degree as if the Covenants were so modified or amended prior to the conveyance of any Lots by Developer.

22. WATER SERVICE

(a) Every Owner of a Lot within the Subdivision shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, successors and assigns to pay the following in connection with Middle Georgia Water Company, Inc. ("Utility") furnishing water service within the Subdivision:

(i) After connection to the water system, water usage shall be determined by water meters installed for each Lot and the fee for water usage shall be \$25.00 per month for up to 10,000 gallons of water and thereafter a charge of \$1.00 per 1,000 gallons of water or any part thereof shall be added to the base charge. This rate may be adjusted from time to time by utility subject only to any provisions contained in any trust indenture required by the State EPD of the Georgia Department of Natural Resources.

(b) All Owners must exclusively utilize the Utility to provide water service to their Lots and any Dwelling or Structures situated thereon and no wells shall be permitted on any Lot within the Subdivision except for shallow wells used only for irrigation.

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

Executed on this 7 day of December, 1993, in the presence of:

TIDAL DEVELOPMENT, INC.

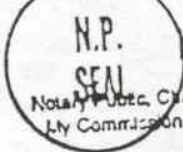
Lrene M. Purdy
WITNESS

BY: [Signature] (L.S.)
President

[Signature]

ATTEST: [Signature] (L.S.)
(Assistant) Secretary

NOTARY PUBLIC



Notary Public, Chatham County, Georgia
My Commission Expires June 4, 1996

[CORPORATE SEAL]

