

* 339 WaterCrest

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**DECLARATION OF PROTECTIVE COVENANTS
FOR WATERCREST SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of the 6th day of January, 2004 by **HAWK PROPERTIES**, a Georgia Corporation having its principal office in Glynn County (hereinafter referred to as "Declarant"), for **WATERCREST SUBDIVISION** pursuant to a Plat, dated the 23rd day of December, 2003 prepared by Atlantic Survey Professionals, recorded in Plat Drawer 29, Map No. 137, Records of Glynn County, Georgia (hereinafter referred to as the "Plat"),

WITNESSETH

WHEREAS, Declarant is the owner of Water Crest Subdivision (hereafter referred to as the "Subdivision",) the Subdivision being a subdivision of all of those certain lots, tracts or parcels of land lying and being in Glynn County, Georgia as more fully described according to the Plat.

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (the purchaser of a lot hereafter referred to as an "owner" and any lot in a subdivision hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. *Land Use and Building Type.* Except for a sales office and display models by the Declarant, no Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit and an attached garage, not to exceed (2) stories in height.
2. *Architectural Control.* No building, fence, driveway, parking area or structure shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing the value, kind, shape, height, material, exterior color scheme, floor plan, grading, location

and square footage have been approved by the Architectural Control Committee, as provided in these declarations.

3. *Dwelling, Quality and Size.* All dwellings shall be of quality workmanship and materials. The main structure for interior lots shall be not less than eighteen hundred (1800) square feet, including garage, exclusive of porches and/or decks, with a minimum of fourteen hundred (1400) square feet of heated and air conditioned space. The main structure for the lake-front lots shall be not less than twenty-one hundred (2100) square feet, including garage, exclusive of porches and/or decks, with a minimum of seventeen hundred (1700) square feet of heated and air conditioned space. The garage shall house a minimum of two (2) and a maximum of three (3) vehicles. The top of the roof rafter shall not be less than eight (8) feet above the finished floor. The primary roof pitch of the main structure shall not be less than 6/12. The exterior of all residences and other structures must be completed within 1 year of the commencement of construction.

4. *Exterior Finishes.* Exterior finish materials shall be of high quality and durable material, such as wood, brick, stucco, or vinyl. No metal-clad siding, asphalt, asbestos, or roll siding will be permitted on the exterior of any building. A minimum of twenty-five (25) year fiberglass, multi-tab, architectural shingle is required; other materials may be approved by the Architectural Control Committee. Exterior columns shall be of adequate mass and proportional to the main structure as to be aesthetically pleasing. T-1-11, reverse board, and batten or similar type sheet siding shall not be allowed. All exterior materials, including roofing, windows and other materials shall be approved by the Architectural Control Committee before use.

5. *Building Location.* No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side street line than the minimum building set-back lines stated on the Plat. If no such setback line is noted or shown on the plat, then all minimum setbacks shall be in conformity with the Glynn County zoning ordinance as it pertains to Watercrest Subdivision. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

6. *Modular or Prefabricated Housing.* Mobile homes, manufactured, modular or prefabricated housing units may not be used on the premises.

7. *Detached Buildings.* Any detached building placed on a lot must not be visible from the street.

8. *Lot Area and Width.* No dwelling shall be erected or placed on any Lot having an area of less than Twenty Thousand (20,000) square feet. Two lots may be combined into 1 lot or a lot maybe divided between 2 lots for purposes of creating a larger lot but not more than one residence may be built on any lot and portion of an adjoining lot that may have been divided to create a larger lot.

9. *Easements.* Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Additionally, The Declarant reserves a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said Subdivision plat, and in, on, over and under a strip of land seven feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain conduits, and wires for telephones, electric power, street lights, cable television, and to lay, install, and maintain facilities for sewage, water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of the Developer to provide and maintain any such activity or service.

No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and Declarant, its successors and assigns all of whom shall have the right of ingress and egress thereto, and there from and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereinafter be reserved.

10. *Drainage.* Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated on said plat. Each lot shall be developed in such a manner as to carry away surface water that may exist either prior to, or as a result of, the development of the lot. No fences or other structure shall be erected in a manner that will hinder or prohibit the free flow from the drainage easement and the lot owner will keep the same clean and free from obstruction. For a period of five years from the date of conveyance of any lot, Declarant reserves a blanket easement on, over and under the ground within the Subdivision to maintain and correct drainage or surface water in order to maintain health, safety and appearance. Such right expressly includes the right to cut trees, bushes and shrubbery, make any grading of the road or take similar action, following which Declarant will restore the property as nearly as possible to its original condition.

11. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood. No trash leaves, or rubbish may be dumped on any lot within the subdivision. No lighting may be installed to shine on any portion of a neighboring lot or to shine into any window of a residence located on an adjoining lot.

12. *Temporary Structures.* No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

13. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than five (5) square feet advertising such Lot for sale. The provisions of this section shall not apply to the Declarant.

14. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

15. *Off Street Parking, Boat and Boat Trailers.* Adequate off street parking shall be provided by an owner for the parking of automobiles or other vehicles owned by the lot owner. The owner shall not park his automobiles or other vehicles on the streets of the subdivision. No travel trailer or mobile home, campers or other habitable motor vehicles of any kind, school buses, trucks, other than pick-up trucks, or boat trailers or boats shall be kept stored or parked overnight on any street, or any lot or residence except within enclosed approved garages or sheltered from view from neighboring lots. Any such vehicle which is parked in a back yard which is fenced with a six (6) foot fence shall be considered sheltered from view of neighboring lots. The immobilization of any vehicle for repairing or overhauling on a lot or any street in the subdivision is prohibited.

16. *Clothes lines and Fences.* No clothes lines for clothes-drying purpose shall be maintained on any lot unless placed with a service court which is hidden from view of any street and adjoining lot. A fence shall not be erected unless the proposed fence is approved by the Architectural Control Committee. No chain link or wire fences shall be allowed except for vinyl coated chain link fences. No fences shall be located on the front portions of any lot. Fences on the sides of a lot shall not extend beyond the front corner of the house. No fence shall have a height of over 6 feet. All fences placed at the rear of any lot which borders I-95 right of way shall be of natural wood color which must be approved by the Architectural Control Committee. Lots adjoining the lake shall have only vinyl chain link fences.

17. *Exterior Color Schemes.* Exterior color schemes shall be submitted to the Architectural Control Committee for approval, this requirement shall include all exterior maintenance painting, unless the original color scheme is retained.

18. *Miscellaneous.* Wood piles, dog houses, kennels, etc. shall be in a screened area or hidden from view from any adjacent street and shall be cleaned and properly maintained.

19. *Dual Facing of Residence.* Any residence building on a corner lot abutting two (2) streets shall be so designed and oriented on the lot as to present an attractive appearance from each street.

20. *Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets must be leashed when they are outside of an owner's lot.

21. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers with lids. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Except when required to be placed adjacent to a street for pickup all trash containers shall be kept from public view and from the view of any street and adjoining lots.

22. *Use of the Lake.* JD & D Properties and its successors and or assigns retain ownership of the lake shown on the plat subject to a nonexclusive easement for lots 1 through 9 and lots 12 through 21 to use the lake as set forth in that deed recorded in Book 1043, Page 71 in the office of the Clerk of Superior Court of Glynn County, Georgia. The easement to use the lake shall be considered limited common area for lots 1 through 9 and lots 12 through 21. The easement to use the lake is subject to the following restrictions:

- (a) Docks shall not be built into the lake;
- (b) Gasoline or diesel powered boats or motors may not be used on the lake;
- (c) Use of the Lake shall be at the risk of the owners of the lots benefiting from the easement.

23. *Maintenance of Property.* Each lot owner shall keep his or her respective lots and all improvements thereon in good appearance and repair, free of debris. All lawns shall be watered and mowed. All trees and shrubbery shall be pruned, except for lots left in their natural wooded state. Lawns shall be kept free of noxious insects, and infectious and spreading weeds, all in a manner consistent with good property management. In the event the lot owner shall fail to comply with these provisions, the Association, upon thirty days written notice to Owner, shall have the right to enter upon said lot to correct same and shall be entitled to levy a special assessment against the Owner of said lot to cover the cost thereof.

24. *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended.

25. *Utilities and Antennas.* All utilities are overhead utilities except for cable television which may be installed underground. Each owner is required to connect to said utilities at his or her expense. No exterior pole, tower, antenna, satellite dish or other device shall be visible from any street or adjoining lots. No satellite dish with a dish span of more than 24 inches may be installed on any lot.

26. *Mailboxes.* Each property owner shall provide at the property owner's expense a standardized two piece wood mailbox post and mailbox painted white or corresponding home color with appropriate property identification markers, which shall be the only mailbox permitted on the

property unless otherwise approved by the Architectural Control Committee. The property owner shall not place any additional lettering on the mailbox, except as required by the Postal Service.

27. *Culverts.* All culverts installed on a lot shall be black, corrugated culverts.

28. *Architectural Control Committee.* The Architectural Control Committee shall be composed of Hawk Properties, Inc.

Within 10 days of receipt of notice of the developer's relinquishment of control of the Architectural Control Committee, the board of directors of the Homeowners Association created pursuant to paragraph 33 shall elect a new committee. The Architectural Control Committee elected by the board of directors of the Homeowners Association shall be comprised of 5 members of the Association. Board of Directors of the Homeowners Association shall elect a new Architectural Control Committee each year. The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument.

The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. The Architectural Control Committee may in its absolute discretion, reject any plan which is not suitable or desirable for any reason including aesthetic reasons. In approving or passing upon such plans and specifications, the Architectural Control Committee shall have the absolute and discretionary right to take into consideration the suitability of the proposed building, the materials from which it is to be constructed, the lot upon which it is proposed to be erected, the harmony thereof with the surrounding properties and the effect of the building upon the surrounding properties as planned and taking into consideration the outlook from the adjacent or neighboring properties. All such building plans and specifications shall consist of not less than section details, floor plan of all floors, elevation drawings of all exterior walls fronting any street, roof plans and a plot plan showing the location and orientation of the building on the lot, with all setbacks and shall also show the location of driveways, service courts, parking and all other proposed construction upon the lot.

29. *Variances.* The Architectural Control Committee may issue variances from any building covenant, except set back requirements and dwelling size covering the construction or alteration of improvements on the property provided such improvements substantially comply with the provisions hereof and provided the Committee acts in accordance with adopted and published guidelines and procedures.

30. *Landscape.* The front and side of all of the lots shall be sodded. The grass in the backyard may be installed by seeding. Each lot shall have at least 4 trees in the front yard. All landscaping, including sodding the front and side yards and planting of trees if necessary shall be

done prior to the occupancy of the premises and shall be kept and maintained thereafter for the duration of this Declaration.

31. *Cutting of Trees.* No living tree having a diameter of more than 5 inches at 5 feet above the ground may be cut or destroyed without the approval of the Architectural Control Committee. Any such tree removed without the approval of the committee shall, upon notice from the Architectural Control Committee be replaced by the owner with a living tree.

32. *Term.* The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically be extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of (2/3) of the record owners of the Subdivision.

33. *Owners Association*

(a) *Membership.* Every person or entity who is the record owner of a fee or an undivided interest in any lot in the Subdivision shall automatically be, and shall be required to become, a member of the Watercrest Homeowners Association, Inc., a non-profit Georgia Corporation organized and operated for the benefit of owners of real property in the Subdivision. Membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association (which are of record in the Office of the Secretary of State of the State of Georgia) and the By-Laws, to which reference is hereby made for all purposes. No owner shall have more than one (1) membership, per lot. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot is and shall be the sole qualification for membership in the Association.

(b) *Voting Rights.* There shall be one vote per lot in the association. Provided that until the Developer has sold seventy-five percent (75%) of the lots in Watercrest Subdivision, or any additional phases Declarant may elect to develop, the Declarant shall have a Special Voting Membership by which it shall be entitled to the same number of votes, as are collectively held by all of the members of the association plus one. This special voting membership shall cease after seventy-five percent of all of the lots in the development of Watercrest Subdivision or any additional Phase(s) Declarant may elect to develop have been sold by Declarant.

(c) *Transfer of Membership.*

Transfer of membership held by any owner of any lot or parcel shall be accomplished automatically upon the sale or encumbrance of such lot and then only the purchaser or holder of record of said lot shall be a member. Any attempt to make a prohibited transfer shall be void and will not be reflected upon the books or records of the Association.

(d) *Members' Rights and Declarant's Rights in Common Areas and Enjoyment Except as Provide Herein.* Every member shall have a right and easement into the streets, roads, parks, commons or any other portion of the facilities owned or maintained by the Association now or hereafter acquired, leased to or controlled by the Association for the common use and enjoyment of the members which are hereinafter referred to as "Common Properties" and such easement shall be appurtenant to and pass with title to every lot, subject to the following:

- i. The right of the Developer to use all the common areas;
- ii. The right of the Association to establish uniform rules and regulations pertaining to the use of Common Properties;
- iii. The right of the Association to dedicate or transfer all or any part of the Common Properties to Glynn County, Georgia or any public agency, authority or utility which may be agreed to by a majority of the members, including the specific right to dedicate any street or roadway to Glynn County, Georgia;
- iv. The right of the Association to levy and assess fees and assessments against each lot (except unsold lots owned by the developer which are exempt from any and all assessments);
- v. The right of the Association to suspend the voting rights and the rights to use any Common Properties for any period during which any assessment shall remain unpaid or delinquent;

34. *Enforcement.* Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, and against the land to enforce any lien created by these covenants. Should developer or the Architectural Control Committee employ an attorney at law to enforce these covenants because of a breach of the same all costs incurred in such enforcement, including attorney fees shall be borne by the owner in breach thereof.

35. *Severability.* Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

36. *Common Areas.* The common areas shall consist of the entrance and any other area designated as a common area on the Plat or the Plat of any future phase in the subdivision. The Homeowners Association shall be responsible for the maintenance and upkeep of the common areas. The streets of the subdivision shall be dedicated to Glynn County however; the Homeowners Association shall maintain the landscape of all medians at the center of the roads in the subdivision.

37. *Reservation by Developers to Amend and Extend Restrictions*

(a) The Declarant reserves the exclusive and unilateral right to amend or add to the restrictions, conditions, and limitations to be incorporated into deeds or contracts for deeds for any and all lots in said Subdivision; provided that any such amendment shall be in conformity with the general purpose of the Declaration and restrictions, conditions and limitations herein contained. The recording of an amendment or supplementary declaration shall be notice to all lot owners in the Subdivision or to any addition, extension or enlargement thereof to this Declaration.

(b) The Declarant reserves for its self, its successors and/or assigns, the right to extend said Subdivision or make future additions to said Subdivision to any adjacent or contiguous property now owned or hereafter acquired by the "Declarant", its successors and/or assigns and to alter any unsold lot as shown upon the plat or any portion thereof.

(c) The rights and privileges reserved and set forth herein shall inure to the benefit of the Declarant and to the respective successors and assigns of the Declarant.

(d) The Declarant, for itself and for its successors and assigns, makes no representation nor warranty as to the operation, management nor use by any purchaser of any lot in said Subdivision nor to any future use of any other portion of the property of the Declarant.

(e) The Declarant makes no representation as to the future use, ownership or operation of any of the surrounding or adjacent properties, nor as to any facilities or amenities with respect to the property.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

HAWK PROPERTIES, INC.

By: Tim Gentry PRESIDENT / Judd Wilcox SECRETARY
[CORPORATE SEAL]

Executed in the presence of:

Cathy Hobbs
Unofficial Witness

Leah Beasley
Notary Public

Commission Expiration Date: _____

[NOTARY SEAL]

