

6/12/2006 1:59:21 PM

COMMUNITY DECLARATION OF RESTRICTIONS

GEORGIA, Lincoln- 11001r
OFFICE OF CLERK OF SUPERIOR COURT
FILED AT 11001r
DATE 6/15/06
RECORDING OFFICE OF CLERK OF SUPERIOR COURT

DATE: 6/15/06 CLU
UCE-dj-1-

CLERK OF SUPERIOR COURT

FOR HOMESITES

FILED
LINCOLN COUNTY GEORGIA

AT POINTE SHORES

JUN 15 2006

1

SUPERIOR-JUVENILE COURTS

TABLE OF CONTENTS

BRUCE C. BEGGS, CLERK

COMMUNITY DECLARATION OF RESTRICTIONS FOR
HOMESITES AT POINTE SHORES

WHEREAS
CLAUSE 1

ARTICLE I PROPERTY SUBJECT TO THIS
DECLARATION 2

ARTICLE II REQUIRED MEMBERSHIP IN POINTE
SHORES OWNERS' ASSOCIATION/MASTER
ASSOCIATION AND
MASTER

DOCUMENTS 2

Section 1. Section 2. Section 3.

Common Areas2
 Membership in Association2
 Purposes of Association.....2

ARTICLE III ADDITION OF LANDS TO BE SUBJECT TO THIS
 DECLARATION3

ARTICLE IV BUILDING AND USE
 RESTRICTIONS3

Section 1. Section 2. Section 3. Section 4. Section 5. Section 6. Section 7.
 Section 8.

Section 9. Section 10. Section 11. Section 12. Section 13. Section 14

Residential Use 3
 No Trailers or Temporary Buildings3
 Dwellings and Homesites3
 Docks and Boardwalks4
 Setback Line5
 Garages Required5
 Satellite Dish5
 Screening of Well Pumps, Air Conditioner Compressors,
 Garbage Containers, and Septic Tanks5
 Games, Accessory Structures and Street Lights6
 Fences, Hedges and Walls6
 Landscaping6
 Trees7
 Artificial Vegetation7
 Vehicles7

Section 15.
7 Roadways

Section 16. Signs8

Section 17. Animals8

Section 18. Firearms and Weapons 8

Section 19. Pools 8

Section 20. Waterfront and Waterways 9

Section 21. Artificially Created Lakes and Ponds 10

Section 22. Mining and Drilling10

Section 23. Increase in Insurance Rates 10

Section 24. Reserved10

ARTICLE V MAINTENANCE OF HOMESITES 10

Section 1. Section 2. Section 3. Section 4. Section 5. Section 6. Section 7.

Nuisances 10

Maintenance of Homesites and Landscaping 10

Maintenance of Improvements 11

Boarding up Residences/Storm Protection 11

Insurance, Damage and Destruction 11

Maintenance and Repair by Association 11

Regulations During Construction 11

ARTICLE VI COMMON AREAS AND PROPERTIES' FACILITIES 12

ARTICLE VII EASEMENTS 12

Section 1. Section 2. Section 3. Section 4. Section 5. Section 6.

Drainage and Utility Easements	12
Surface Water Management System Easements	12
Streets and Roads	13
Parks, and Recreational Areas	13
Obstructions	13
Reserved	13

ARTICLE VIII RESUBDIVIDING	13
-------------------------------------	----

ARTICLE IX VARIANCES	13
-------------------------------	----

ARTICLE X ASSIGNMENT BY DECLARANT	14
---	----

ARTICLE XI ASSESSMENTS BY POINTE SHORES OWNERS ASSOCIATION, INC	14
Section 1. Annual Assessments	14
Section 2. Special Assessments	14
Section 3. Initial Capital Assessment	15
Section 4. Assessments Levied Pro Rata	15
Section 5. Assessments Against New Homesites	15
Section 6. Payment of Assessments	15
Section 7. Personal Obligation of Member	15
Section 8. Option of Declarant	15

ARTICLE XII LIEN RIGHTS OF POINTE SHORES OWNERS ASSOCIATION, INC.....	16
--	----

Section 1. Section 2. Section 3.

Creation of Lien	16
Enforcement of Lien	16
Priority of Lien	16

ARTICLE XIII GENERAL PROVISIONS	17
---------------------------------------	----

Section 1. Section 2. Section 3. Section 4. Section 5. Section 6. Section 7. Section 8. Section 9. Section 10. Section 11.

Duration and Benefit	17
Remedies for Violation	17
Severability	17
Amendment	17
Usage	18
Prohibition	18
Declarant's Rights	18
Litigation	21
Indemnification	21
Rights of Lincoln County	21
Architectural Review Committee Violations	21

ARTICLE XIV PROVISIONS CONCERNING SURFACE WATER MANAGEMENT AND REGULATORY JURISDICTIONAL	22
--	----

Section 1. Section 2. Section 3. Section 4. Section 5. Section 6. Section 7. Section 8. Section 9.

Surface Water or Stormwater Management System	22
Maintenance of Stormwater Management System	22
Reserved	22
Drainage and Access Easements	22
Assessments	22
Swale Maintenance	23
Amendments	23
Reserved.....	23
Reserved	23

PREPARED BY AND
RETURN TO: Georgia
Lakes, LLC,
Post Office Box 40
Bryceville, Florida 32009

COMMUNITY DECLARATION OF
RESTRICTIONS FOR HOMESITES
AT POINTE
SHORES

This Declaration is made by Georgia Lakes, LLC., a Georgia Limited Liability Company, (the "Declarant").

WITNE
SSETH:

WHEREAS, Declarant intends to plat that property described in Exhibit" A" annexed hereto (the "Platted Property") into a subdivision known as" Pointe Shores "and desires to establish protective covenants covering the development, improvement and usage of one (1) to four (4) acre homesites (the "Platted Homesites") contained in Pointe Shores for the benefit and protection of Pointe Shores, Declarant, and the purchasers of Home sites; and

WHEREAS, the Declarant has agreed all approvals provided for herein shall be made by Declarant; and

NOW, THEREFORE, Declarant does hereby declare the property hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration and said property shall be held, used and enjoyed subject to, and with "the benefit and advantage of, the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said property, to-wit:

**AR
T
I
C
L
E**

**PROPERTY SUBJECT TO THIS
DECLARATION**

The real property which is owned by Declarant and which shall henceforth be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Lincoln County, Georgia, and is legally described as follows:

See Exhibit "A"
annexed hereto

Said properties, together with such other additional property as may be made subject to the terms of this Declaration pursuant to Article III below, shall hereinafter be referred to as the "Properties." As used herein, the term "Homesite(s)" shall be deemed to include the Platted Homesites.

**AR
T
I
C
L
E
II**

**REQUIRED MEMBERSHIP IN PROPERTY OWNERS'
ASSOCIATION**

1. **Common Areas.** In connection with the development of the Properties, certain land areas (a "Common Area" or "Common Areas") will from time to time hereafter be set aside by Declarant and may ultimately be deeded to the Association or easements there over will be granted to the Association, and will thereupon become available for the common use, enjoyment, and benefit of all Members in the Properties. Said Common Areas may include, by way of illustration and not by way of limitation, roads, walkways, easements, docks, recreational areas, the surface water management system, and other designated open areas.
2. **Membership in Association.** In order to effectuate the orderly

development of the Properties and to establish, protect and preserve the quality of the Properties, the owners of all Homesites in the Properties shall be required to become members (a "Member") of the Association.

3. **Purposes of Association.** The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of the Common Areas, to provide to its members collective representation in the affairs of the Association, to enforce these restrictions wherever applicable and appropriate so as to establish, protect and preserve the quality and value of the Properties, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws. As is hereinafter specified, the Association shall have the right to levy Assessments (an "Assessment") for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against property in the Properties.

**AR
TIC
LE
III**

**ADDITION OF LANDS TO BE SUBJECT TO THIS
DECLARATION**

From time to time hereafter, Declarant shall have the right, in its sole discretion, to add additional lands to those herein above described by instrument recorded in the Public Records of Lincoln County, Georgia, subject only to the consent shown thereon of Declarant, and, if different, the owner of the fee simple record title of the land to be added. In the event any lands are added to those described in Article I above, all of the provisions hereof shall apply to such additional land to the same extent as they apply to the lands described in Article I.

**AR
TIC
LE
IV**

**BUILDING AND USE
RESTRICTIONS**

1. **Residential Use.** The Homesites subject to this Declaration may be

used for single family residential living units and for no other purpose. No business or commercial building may be erected, on any Homesite, and no business, occupation or profession may be conducted on any part thereof, and as may be permitted by the Ordinances of Lincoln County, and except real estate brokers and Members, and their agents, may show dwellings in the Properties for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Declarant and such contractors as Declarant may approve in writing shall have the right from time to time to construct and operate model homes in the Properties. In addition, Declarant shall have the right from time to time to erect and maintain in the Properties administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Declarant in the development of the Properties.

2. **No Trailers or Temporary Buildings.** Except for the use thereof by Declarant and, as to all other parties, except as may be reasonably necessary for construction work, no tents for periods of more than twenty-four (24) consecutive hours, no trailers, vans, shacks, boats or temporary or accessory buildings or structures shall be erected or permitted to remain on any Homesite without the written consent of Declarant,

3. **Dwellings and Homesites.** No building shall be erected, altered, placed or permitted to remain on any Homesite other than one (1) detached single family dwelling containing, at a minimum, two thousand five hundred (2,500) square feet of air conditioned enclosed living area, exclusive of open or screen porches, terraces, and garages per designated Lots in South Pointe Shores are Lots 12-35 and for North Pointe Shores are Lots 10-34. No building shall be erected, altered, placed or permitted to remain on any Homesite other than one (1) detached single family dwelling containing, at a minimum, two thousand two hundred (2,000) square feet of air conditioned enclosed living area, exclusive of open or screen porches, terraces, and

garages for all other parcels. There shall be no more than two (2) structures on any Homesite. No mobile homes or modular homes of any type are allowed.

In addition to the residence, garages, carports, servants' quarters, or a dwelling for gratuitous use by guests shall be permitted on the same Homesite, subject to approval by Declarant and Lincoln County as to use, location and architectural design. Any Dwelling not used as primary

residence will not be permitted until after or simultaneous with the construction of the primary residence. Said second dwelling will not be permitted unless it has a minimum 1500 square feet or a maximum of 50% of the air conditioned enclosed living area of the primary residence and is subject to approval of Declarant, Lincoln County, and all conditions herein. No flat roofs and no built-up roofs shall be permitted on the main portion of any building. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling, except screened roofs may be used over pools, patios, and lanais. All utility connections to any structure on the Homesite shall be located underground. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling and shall be subject to the review process (as it may be amended from time to time) as set forth herein for the original improvements. The final grade of each Homesite shall be sufficient to provide positive drainage in a manner consistent with the overall drainage plan for the Properties. All floor elevations for dwellings shall be subject to written approval by Declarant. Prior to and during construction of the dwelling and at all other times thereafter, no change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Homesite, or drainage of any adjacent property, or the hydrology of any wetland. Except for construction by Declarant, no construction or Homesite preparation or clearing shall commence until such time as the Declarant has approved in writing the plans for improvements. The application and approval process shall be as determined by Declarant. Any repainting, remodeling, expansion of or changes in the color of improvements shall also be undertaken only pursuant to review and written approval of Declarant and shall be subject to this Declaration of Restrictions and any rules and regulations relative thereto promulgated by Declarant. Declarant shall have the right to assign the architectural control rights granted to Declarant herein to an Architectural Review Committee appointed by Declarant.

(a) Minimum Finish Floor Elevations. Finished floor elevations shall be determined by Lincoln County Building Department. Surface water must be directed to ensure that the existing draining patterns are maintained and to ensure that the drainage is not adversely impacted, blocking the immediate or the adjacent property.

4. Docks and Boardwalks. The Owner of the lake front lots shall have the right to construct a dock on their property to serve the property and shall have access to maintain such property. Boardwalks and Docks must be constructed within the individual lot boundary for which the structure will service. Boardwalks and Docks must be constructed in accordance with design criteria and all necessary federal and/or state and authorization must be obtained as approved by the ARC.

5. **Setback Line.** The Declarant hereby establishes a front building setback line of fifty (50) feet, a rear set back line of five (5) feet, and a side setback line of ten (10) feet from each lot line of the platted Lots. Where two or more Platted Lots are combined into a Homesite, the building setback shall be measured from the perimeter of such combined Homesite. The Declarant may grant variances to the building setback based upon the configuration of the Homesite. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Homesite such that any portion of said dwelling, building or structure: (a) encroaches on any building setback line or easement denoted on the Plat of the Properties; or (b) encroaches on any easement reserved unto or granted by Declarant pursuant to the provisions of this Declaration of Restrictions or the Plat or (c) is constructed in violation of any setback requirements of Lincoln County then in effect. Declarant shall have the right to promulgate setback requirements for Homesites in excess of those required by Lincoln County. Notwithstanding any of the above, terraces, fences, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (a) does not encroach on any easement; (b) does not violate any provisions of law; (c) in the opinion of Declarant, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (d) is otherwise approved by Declarant.

6. **Garage Required.** No dwelling shall be constructed on any Homesite without provision for an enclosed garage adequate to house at least two (2) full sized American automobile(s). Front loading garages are prohibited, except as may be specifically approved by Declarant in writing. All garages must have doors that are to be maintained in a useful, working condition. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. **Satellite Dish.** A satellite dish may be placed or erected upon any Homesite or affixed in any manner to the exterior of any building in the Properties as approved by the Declarant or an Architectural Review Committee appointed by Declarant.

8. **Screening of Well Pumps, Air Conditioner Compressors, Garbage Container, Septic Tanks.** All garbage or trash containers

must be located underground or placed within totally enclosed or screened areas and such containers shall not be placed on or near streets for collection sooner than the evening before the scheduled collection day and must be returned to the enclosed screened areas the same day following such collection. Such enclosed screened areas must be attached to or adjoin the dwelling house and be compatible with the design and structure of the house and must not exceed four (4) feet in height. No window or wall air conditioning units shall be permitted on any Homesite without the written approval of Declarant. Well pumps, heating, ventilation and air conditioning equipment, fans and pool equipment

located outside a building shall be similarly screened from view and buffered by a landscaping buffer or other screening material acceptable to Declarant so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be permitted only with the written approval of Declarant and shall, if approved be placed underground. Water storage and treatment tanks and equipment shall be screened from View. Any septic tank installed on any Lot shall be located behind the residence thereby shielded from view from traffic and other Members of the Association.

9. Games, Accessory Structures and Street Lights. All basketball back-boards and any other fixed games and play structures shall be located at the rear of the dwelling or on the area of the driveway not located on the front of the dwelling. Any platform, dog house, playhouse, (only with expressed prior written approval by ARC), or other structure of a similar kind or nature constructed on any part of a Homesite may not be located in front of the rear line of the residence constructed thereon, and any such structure must have the prior written approval of Declarant. Lighting plans for all such area shall be subject to Declarant approval and shall not cast light directly onto any other Homesite.

10. Fences, Hedges and Walls. The style, composition, location and height of any fence, hedge or wall to be constructed or installed on any Homesite shall be subject to the written approval of Declarant. No fence, shrub, hedge, wall or other similar structure which is greater in height than sixty (60) inches shall be placed or permitted to remain on any Homesite. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Homesite. No berms shall be permitted in the front yard of any Homesite without the approval of Declarant.

All fences shall be white, three (3) board fences and shall be constructed of vinyl or plastic as approved by Declarant, except decorative

iron gates may be used as entrances to Homesites. The Declarant has the option to approve an alternate fencing plan. No fence shall be more than sixty (60) inches above existing grade prior to construction, except within twenty (20) feet on either side of an entrance to a Homesite when utilized for purposes of an entryway. All entranceway features shall be approved by the Architectural Review Committee.

11. **Landscaping.** Not later than thirty (30) days following completion of construction or reconstruction of a dwelling upon a Homesite, such Homesite shall be sodded or seeded and landscaped in accordance with a landscaping plan as required by the Architectural Standards and approved by Declarant. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. All lawns and landscaping, where practical and determined by the Architectural Review Committee, shall extend to the pavement line in front of or adjacent to any dwelling and to the normal water line for those Homesites adjacent to lakes or other water bodies. All lawns and landscaping must be irrigated.

12. **Trees.** No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of Declarant and, if applicable, Lincoln County. Each lot must have a minimum of six (6) trees (non-pine variety) per Lot or meet the minimum requirement for Lincoln County if such restrictions for said county require a greater amount.

13. **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Homesite, unless approved by Declarant.

14. **Vehicles.** Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Properties overnight without the prior written consent of the Association, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Association, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be placed, parked or stored outside where it is visible from the street. No overnight parking is permitted on any streets, lawns or other areas other than driveways and garages, without the written consent of the Association being first obtained. Notwithstanding the foregoing,

automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing shall not be deemed to prohibit temporary parking of commercial vehicles during the time of delivery service or during the time that services are being provided to the Homesite by the occupant of such vehicle. All vehicles parked within the Properties or any Homesite must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Properties outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on any Homesite or the Properties and any minor repairs shall be accomplished only in an enclosed garage. All-terrain vehicles, motocross, four wheel tracks and the like are not permitted to be operated within the Properties, other than the Homesite of the owner thereof or parked outside of an enclosed garage except with the written consent of the Association, which such consent may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with an appropriate noise muffling device so that the operation of the same does not create unreasonable annoyance or disturbance to the Members. The Association is authorized to tow vehicles in accordance with Georgia Law.

15. Roadways. Except as Declarant may otherwise approve in writing, and except as may be otherwise denoted on the Plat of the Properties or by deed reservation, no Homesite or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

16. Signs. No sign of any kind, including, but not limited to signs utilized in connection with the sale or lease of a Homesite, shall be displayed to public view on any Homesite except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) So long as Declarant owns a total of at least ten percent (10%) of the Homesites, no signs indicating a Homesite (either developed or undeveloped) is for sale or lease maybe displayed in the front yard of the Homesite. Thereafter, these signs may be displayed in the front yard of the Homesite but the size and composition of such sign is subject to the prior written approval of the Declarant. No "open house" or "garage sale" or signs of similar import shall be permitted.

(c) During the course of construction on a Homesite, a construction sign not more than four (4) square feet in size identifying the builder may be

displayed on the Homesite, provided such sign has been approved by Declarant. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Declarant shall have the right to display on any Homesite(s) owned by Declarant or a preferred builder such Homesite identification signs and signs used in connection with the sale or lease of a Homesite as Declarant deems appropriate.

(e) No signs advertising or identifying contractors providing non-construction services, which by way of illustration includes without limitation, pool remarketing, roof cleaning, tree trimming, landscaping, lawn services, and similar services shall be permitted to be erected on any Homesite. Specifically excluded from this category are signs indicating the Homesite is protected by alarm companies.

17. **Animals.** No animals other than dogs, cats, and other household pets shall be raised, bred, or kept on any Homesite. By way of example and not by limitation, swine, goats, cattle, and fowl are not permitted. No commercial activity shall be permitted in respect to any animals, except as approved by Declarant or the Association. No pet shall be permitted to roam outside of its Homesite except on a leash. Members are required to clean up any mess created by their pet(s) within the Properties. The Association may require any pet to be immediately and permanently removed from the Properties for any violation of this Section. Each Member who keeps a pet or pets on a Homesite hereby indemnifies and holds harmless the Declarant and the Association of and in respect to any loss or liability occasioned relative to such pet or pets. All animals shall be restrained from trespassing or from leaving the Homesite by fencing or other means.

18. **Firearms and Weapons.** The discharge of firearms and weapons within the Properties is prohibited except with the prior written approval of the Board of Directors.

19. **Pools.** No above-ground pools or above-ground spas or Jacuzzis shall be erected, constructed or installed on any Homesite except with the written approval of the Declarant. Any in-ground pool to be constructed on any Homesite shall be subject to the requirements of the Declarant, which include, but are not limited to the following: (a) Composition to be of material thoroughly tested and accepted by the industry for such construction; (b) Pool screening may not be visible from the street in front of the Homesite unless buffered in a manner approved in writing by Declarant; all screening material shall be of a color in harmony with the exterior of the Homesite. With the

approval of Declarant, pool cages and/or pool buffering areas may extend into Declarant imposed setbacks but in no event shall the same extend into any easement area.

20. Waterfront and Waterways Restrictions on Lakes and Lake Front Areas. Any lot which shall abut upon a lake, stream, pond, wetland or other waterway shall be subject to the following additional restrictions:

- (i.) No pier, dock, or other structure or obstruction or any wall, revetment, rip rap or any other material shall be built, placed or maintained upon any waterfront Lot or into or upon any waterway on the Property or adjacent thereto except with the specific written approval of the PSARC and the necessary permits and approval from US Army Corps of Engineers or its successors. As to such structure, approval by the PSARC shall be required prior to submission for approvals or permits from US Army Corps of Engineers (its successors or assigns), or any other such private or governmental agency as may be now or hereafter required.
- (ii.) Except with the prior written approval of the PSARC and the US Army Corps of Engineers, no device, structure or material may be constructed, place or installed upon any Lot which shall be in any alter the course of natural boundaries of any waterway or which shall involve or result in the removal of water from any waterway.
- (iii.) No structure shall be constructed, modified or maintained by any lot owner Property owned or controlled by the US Army Corps of Engineers, which is adjacent to or abuts property subject to this declaration except as provided for by paragraph (i.) of this section. The Association, by and through the PSARC reserves the right to promulgate and publish rules and regulations which, in the sole discretion of the PSARC it deems necessary to promote the continuity, harmony and aesthetic presentation of the property for the Subdivision as a whole or to protect the use and enjoyment of the US Army Corps of Engineer property for an adjacent land owner. These rules and regulations shall be in addition to, and not contravene any rules, regulations or policies of the US Army Corps of Engineers.

- (iv.) The Owners of two contiguous waterfront Lots may agree to construct a jointly owned and maintained dock to serve both lots, but must obtain approval from US Army Corps of Engineers and the PSARC prior to construction. Nothing herein shall be construed to prohibit such an arrangement, but design and location of the dock shall be subject to the approval of the PSARC. Such owners must record an agreement in the Office of the Register of Deeds of Lincoln County establishing the joint ownership of the dock and the obligations of the joint owners with respect to expenses and maintenance for the dock.

21. **Artificially Created Lakes and Ponds.** Lakes and ponds may be constructed with approval by PSARC; provided construction, once commenced, shall be diligently prosecuted to completion and any excess dirt shall be leveled within thirty (30) days after completion. Use thereof shall be restricted to the owners of those Homesites within which the same lies, their guests, and invitees, and all such persons shall be entitled to use the entire body of water; provided no such use shall unreasonably interfere with use by other permitted users nor constitute a nuisance. Any such dredging and/or filling activities would require prior approvals and permits from the various Federal, State and local agencies, having jurisdiction over such activities.

22. **Mining and Drilling.** No mining, quarrying, nor drilling operations, other than water wells, shall be permitted.

23. **Increase in Insurance Rates.** No Member may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any insurance maintained by the Association or with respect to any property within the Properties other than such Member's Homesite.

24.
Reserve
d.

ARTICLE V

MAINTENANCE OF

HOMESITES

1. **Nuisances.** Nothing shall be done or permitted to be done or

maintained, or failed to be done, on any Homesite which may be or become an annoyance or nuisance to other Members in the Properties. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.

2. **Maintenance of Homesites and Landscaping.** No refuse pile or unsightly objects shall be allowed to be placed or remain anywhere upon the Homesite or Lot. The Members of the Properties shall be responsible for the maintenance of all areas located (a) between their respective Homesite lines and easement for drainage and utility easements along roadways adjacent to the Homesite; (b) between their respective Homesite lines and the waters of any adjacent lake(s) or the bank(s) of any adjacent waterbody (-ies); (c) to the extent contained within a Homesite the banks of any drainage swale or ditch, except the drainage swale located along the roadway and (d) whether or not contained within a Homesite, unless otherwise expressly maintained by the Association as provided herein, any unpaved easement areas which, if not contained within the Homesite, are contiguous to the Homesite. All Members shall maintain their Homesite, including without limitation, the hedges, plants, lawns and shrubs in a neat and trim condition at all times and at a minimum, shall cut and/or hay unimproved portions of the Homesite at least three (3) times a year in the months of December, May, and August.

3. **Maintenance of Improvements.** Members shall maintain their residences and all improvements, including, without limitation, walls, fences, screen enclosures, driveways, stables, and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

4. **Boarding up Residences/Storm Protection.** Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the immediate threat of storm or in excess of ten (10) days, whichever is shorter. Hurricane shutters or similar installations may be installed with the written permission of Declarant.

5. **Insurance, Damage and Destruction.** Each Member shall maintain, at the Member's expense, casualty insurance covering all improvements

constructed on the Homesite for their full replacement value and shall, at the request of the Association, deliver a copy of such policy to the Association upon its request, and upon the Association's request, such policy shall contain a provision requiring the insurance company to provide to the Association thirty (30) days' notice of any cancellation of such policy. In the event of any damage or destruction to the improvements located on a Homesite, the Member shall cause the improvements to be promptly repaired or reconstructed and in the event repair or reconstruction is not completed within six (6) months of the date of such damage or destruction or is discontinued for a period of fourteen (14) days or more, the Association shall have the right to repair same as provided in Section 6 below.

6. **Maintenance and Repair by Association.** In the event any Member shall fail or refuse to maintain or repair such Member's residence, Homesite or other improvements situate on said Homesite in full compliance with the provisions of this Declaration, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by the Association shall be chargeable to and paid by said Member to the Association within thirty (30) days after submission of a bill therefore and such bill shall include a gross-up of fifteen percent (15%) for administrative overhead. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the rate of eighteen percent (18%) per annum.

7. **Regulations During Construction.** No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Homesite. Except for construction activities by Declarant, during construction upon the Homesite, the Homesite shall be maintained in a neat and orderly manner with all construction debris hidden from view to the extent possible or contained in a dumpster. Construction upon the Homesite shall be conducted in such manner that the Properties improvements shall not be altered or damaged in any manner, and the Homesite shall at all times be in a clean and orderly condition. Each Member agrees to indemnify Declarant and the Association from and against any and all costs and expenses which may be incurred in

repairing or replacing Properties improvements damaged by the Member or to put the Homesite in a clean and orderly condition.

AR
TIC
LE
VI

**COMMON AREAS AND PROPERTIES'
FACILITIES**

1. There will be areas within the Properties which may be set aside by Declarant as Common Areas for the common use and enjoyment of Members in the Properties. Except as otherwise provided herein, any such Common Areas will be operated and maintained by the Association and the Association shall pay all expenses, i.e., taxes assessed thereon, maintenance, insurance, etc. Common Areas will be described on the Plat or by reservation in a deed and shall be conveyed to the Association within a reasonable time following the recordation of such Plat or deed, free and clear of any monetary liens, excepting only the obligation of the Members to pay for maintenance as is provided herein.

2. The courtesy docks shall be used for loading and unloading purposes only. There will be designated use times for the courtesy dock area established by the POA. Parking for the courtesy docks will be limited to the designated golf cart parking located at the courtesy dock entrance.

ARTI

CLE

VII

EAS

EME

NTS

Perpetual easements for the installation and maintenance of utilities and drainage or surface water management system facilities, for dedicated streets and roads, and for pedestrian and vehicular ingress and egress to and from contiguous property are hereby reserved unto Declarant, its successors and assigns over all utility and drainage or surface water management system

easement areas, and all roads shown on the Plat. The easement area(s) in each Homesite and all improvements located within it shall be maintained continuously by the Member, except for those improvements for which the Association, a public authority or utility company is expressly responsible.

1. **Drainage and Utility Easements.** Easements along the side lot lines are reserved for the purpose of accommodating underground utilities. Except as shown to the contrary on the recorded plat, said easements shall be five (5) feet wide along each side lot line and shall provide a total easement width of ten (10) feet along contiguous lot lines. Drainage easements are designated on the recorded plat.

2. **Surface Water Management System Easements.** These easements are along the platted streets and roads and drainage easements as shown on the Plat. The

Association shall be responsible for the operation and maintenance of such easements as provided in Article XIV hereof.

3. **Streets and Roads.** Those portions of the common areas shown as roadways on the plat shall be kept and maintained by the Association as private roadways for ingress and egress from lots, other; areas of POINTE SHORES and the roadways of POINTE SHORES and Lincoln County. The Association shall have the authority to establish and enforce reasonable speed limits on said roadways.

4. **Parks and Recreational Areas.** Tracts shall be reserved and easements granted for Recreation and RV and boat storage for its Members.

5. **Obstructions.** No obstructions shall be maintained or allowed, nor interruptions of use of any nature created or suffered to exist relative to any easement referred to herein or on the Plat. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without Declarant's written approval. No surface water management system easement may be obstructed, filled in, or altered without prior written approvals by Declarant and Lincoln County. Without prior written approval from the Declarant and Lincoln County, any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Member over the easement area of a Homesite may be removed by Declarant or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved without the necessity of restoration of or payment for any dislodged grass, soil or paving.

6.

Reserve
d.

ARTICLE

VIII

RESUB

DIVISION

G

No Homesite or contiguous group of Homesites shall, other than by Declarant, ever be resubdivided or replatted in any manner which would bring about a greater number of Homesites are originally contained in the Platted Properties and the Non Platted Properties. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) residential structure.

ARTICLE

IX

RESERVE

ES

RESERVE

RESERVE

RESERVE

RESERVE

Declarant hereby reserves the right to enter into agreements with the Member owning any Homesite or Homesites (without the consent of the owners of other Homesites or the owners of adjoining or adjacent property or otherwise) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground

wiring, construction of improvements, building plans, landscaping, signs,

maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Homesites in the Properties, and the same shall remain fully enforceable against all Homesites, located in the Properties other than the Homesite where such variance is permitted. Declarant reserves the right to impose additional restrictions in the conveyance of title to any Homesite or Homesites in the Properties. However, the Declarant cannot grant a variance to any requirement set forth in the Lincoln County Land Development Regulations approved and adopted by Lincoln County, Georgia or to any requirement. Declarant may assign this right to permit variances to its successors in interest, including the Association, at any time; and such right shall automatically vest in the Association upon Declarant's relinquishment of control thereof.

ARTICLE X

ASSIGNMENT BY

DECLARANT

Declarant may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Association, or to any other corporation, entity, association or person.

AR TIC LE XI

ASSESSMENTS BY POINTE SHORES OWNERS ASSOCIATION, INC.

1. **Annual Assessments.** The Association shall have the right to levy an annual Assessment against all Homesites in the Properties, whether improved with a structure(s) or not, in such amounts as may be deemed appropriate by the Association's Board of Directors for the general management and operation of the Association, the maintenance and operation of the stormwater management system and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and By-laws. The annual Assessment shall also include the cost of public liability and property damage insurance covering the

Common Areas and insuring the Association and the Members as its and their interests appear, in such amounts and providing such coverages as the Board of Directors of the Association may determine from time to time.

2. **Special Assessments.** At any time during which the Declarant has not guaranteed to the Members the amount of the annual Assessment for the period in question, the Association shall also have the right to levy special Assessments from time to time against all Homesites in the Properties in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves, if required, are insufficient to cover expenditures for capital improvements or replacements.

J

3. **Initial Capital Assessment.** The Declarant has established a one-time, initial capital assessment to be levied upon each Homesite and to be paid at the time the Homesite is purchased from the Declarant. Such assessment maybe used by Declarant to maintain the roads and common areas within the Properties prior to turning over control of the Association to the Members. This assessment is not subject to the Association lien rights provided in Article XII hereof.

4. **Assessments Levied Pro Rata.** All Assessments levied by the Association, whether annual or special, shall be on the basis of one (1) share per Homesite so each owner of a Homesite shall bear an equal pro rata share of the expenses of the Association.

5. **Assessments Against New Homesites.** In the event any Homesite becomes subject to the terms of this Declaration subsequent to January 1 of any year, the annual Assessment shall be prorated as of the date of conveyance of title and shall be paid to the Association at that time. With respect to any special Assessments, only those Homesites which are subject to the terms of this Declaration as of the date on which the Board of Directors of the Association levies the special Assessment shall be liable for such special Assessment, and such special Assessment shall not be charged to or a lien against any Homesite subsequently made subject to this Declaration.

6. **Payment of Assessments.** Procedures for the adoption of an annual budget, mailing of notices of the annual Assessment, and collection of the annual Assessment shall be as set forth in the Articles of Incorporation

and By-laws for the Association. Payment of any special Assessment levied by the Association Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any Assessment, whether annual or special, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

7. **Personal Obligation of Member.** Every Assessment shall be the personal obligation of the Member who is the owner of the Homesite against which the Assessment is levied, ownership being determined as of the date of such levy. If any such Assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the Member on such Member's personal obligation and there shall be added to the amount of such Assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (including those incurred for appellate proceedings) in preparation for and in bringing such action.

8. **Option of Declarant.** The Declarant shall have the right, but not the obligation, to subsidize, to the extent the Declarant deems advisable, any level of Assessments provided for herein, on such terms and for such periods as the Declarant shall deem advisable.

ART
ICLE
E
XII

**LIEN RIGHTS OF POINTE SHORES OWNERS
ASSOCIATION, INC.**

In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any

Homesite or any annual or special Assessment, the Association shall have a lien against each Homesite in the Properties, together with all improvements thereon, as follows:

1. **Creation of Lien.** The lien of every such fee, expense and Assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Homesite, and all improvements thereon, upon the recording of this Declaration.

2. **Enforcement of Lien.** In the event any such fee, expense or Assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Lincoln County, Georgia. Said lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a Claim of Lien against any Homesite, it shall be entitled to recover from the owner of such Homesite the aforesaid interest and late charge and all costs, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (including those incurred for appellate proceedings) incurred in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

3. **Priority of Lien.** The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage recorded prior to the recording of a Claim of Lien. The sale or transfer of a Homesite pursuant to the foreclosure of such a prior recorded mortgage or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer and such payments shall be collectible from the owners of all Homesites in the same manner as any other regular Assessment. No sale or transfer shall relieve such Homesite from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII

GENERAL

PROVISIONS

1. **Duration and Benefit.** The covenants and restrictions of this

Declaration shall run with the title to each of the Homesites in the Properties and shall inure to the benefit of and be enforceable in accordance with its terms by Declarant, the Association or the owner of any of such Homesites and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of the Association and recorded in the Public Records of Duval County.

2. **Remedies for Violation.** The violation or breach of any condition, covenant, restriction herein contained or to the Standards and Criteria shall give Declarant, the Association or any Member, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Member alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorneys' fees, paralegals' fees and legal assistants' fees, including such fees for appellate proceedings, incurred by Declarant or the Association but not attorneys' fees incurred by any Member in bringing an action against another Member. Failure by Declarant, said associations, or any Member to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

3. **Severability.** Invalidity of any of the covenants and restrictions contained herein or Standards and Criteria by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

4. **Amendment.** So long as Declarant still owns property described in this Declaration for development as part of the Properties, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, regulation or requirement, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Homesites; (c) required by

an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home

Administration to enable such lender or purchaser to make or purchase mortgage loans on the Homesites; or (d) necessary to enable any governmental agency or reputable

private insurance company to insure mortgage loans on the Homesites; or (e)

necessary to correct any scrivener's error; provided, however, any such amendment shall not adversely affect the title to any Homesite unless the Member shall consent

thereto in writing. So long as Declarant still owns property described in this Declaration for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association. All amendments shall be accomplished by the recordation in the Public Records of Lincoln County of an amendatory instrument.

5. **Usage.** Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

6. **Prohibition.** Unless at least sixty-seven percent (67%) of the Members of the Association and their first mortgagees consent, the Association shall not:

- (a) By act or omission seek to abandon, alienate, release, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against a Member;

- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);
- (d) Fail to maintain insurance, as required by this Declaration; or
- (e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

undertake the work of constructing residences and related amenities on the Homesites and improvements on the Common areas. The completion of that work and the sale, rental and other disposal of Homesites is essential to the establishment and welfare of Properties as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Homesites. In order that said work may be completed and the Properties established as a fully occupied community as rapidly as possible, no Member or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

- (a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by the Declarant at any time and from time to time, without notice); or

- (b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Properties as a community and disposing of the same by sale, lease or otherwise; or
- (c) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements on the Properties and of disposing of Homesites therein by sale, lease or otherwise; or
- (d) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be constructed as part of the Properties.
- (e) Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public

1.
1

construed to require Declarant or any successor to develop any property in any manner whatsoever.

- (f) The Declarant expressly reserves the right to grant easements and rights of-way over, under and through the Common Areas so long as the Declarant owns any property in the Properties; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by the Members and provided no such easement or right- of-way is violative of the terms and provisions of any Conservation Easement or any District permits, rules or regulations.

- (g) Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Home sites shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Homesites owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Home sites, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Homesite owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time.
- (h) Each Member on his, her or its own behalf and on behalf of such Member's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees the completion of the development of the Properties may occur over an extended period of time and incident to such development and the construction associated therewith the quiet use and enjoyment of the Properties and each Homesite thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Properties owned by the Declarant or its successors and assigns and each Member, on behalf of such Member's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Member on behalf of such Member's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees the development, construction and completion of the balance of the Properties may interfere with such Member's original and existing views, light and air and diminish the same and each such Member on such Member's behalf and on behalf of such Member's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and

have in connection therewith.

8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Members, inclusive of the Declarant. This

Section shall not apply, however, to (a) actions brought by the Association against parties other than the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

9. **Indemnification.** The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

10. **Rights of Lincoln County.** Lincoln County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Association. No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Lincoln County as provided within this Declaration, and as subsequently amended without the joinder and consent of an authorized officer, representative or agent of Lincoln County.

owning a Homesite or Homesites has received a notice of Violation from the Architectural Review Committee, said Member must notify the Member's realtor and any prospective Buyer of such violation or violations

ART
ICL
E
XIV

**PROVISIONS CONCERNING SURFACE WATER
MANAGEMENT SYSTEM AND REGULATORY
JURISDICTION**

Section 1. **Surface Water or Stormwater Management System.** Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by Lincoln County, Georgia.

Section 2. **Maintenance of Stormwater Management System.** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Lincoln County, as the owner of the public rights-of-way accessing the Property shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system within said public rights of-way. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of the practices which allows the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted. Any repair or reconstruction of this surface water or stormwater management system shall be as permitted or, if modified, without prior written approval from Lincoln County. No person shall alter the drainage flow of the surface water or stormwater management system without prior written approval from Lincoln County.

Section 3. **Reserved.**

Section 4. **Drainage and Access Easements.** The Association shall

have a perpetual non-exclusive easement over all areas of the surface water or storm water system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portions of any lot which is part of the surface water or storm water management system, at a reasonable time in a reasonable manner, to operate, maintain or repair the surface water or storm water management system as required by Lincoln County. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or storm water management system. No Person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval from Lincoln County.

Section 5. **Assessments.** Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including, but not limited to, work within the retention areas, drainage structures and drainage easements.

Section 6. **Swale Maintenance.** The Declarant has constructed a Drainage Swale along roadways upon all lots and drainage easements on certain lots as designated by plat of Pointe Shores for the purpose of managing and containing the flow of excess surface water, if any, found upon such lots from time to time. Pointe Shores Owners Association shall be responsible for the maintenance, operation and repair of the swales along roadways and drainage easements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 7. **Amendments.** Any amendment to this Declaration, which alters any provision relating to the surface water or stormwater

management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval from Lincoln County.

Section 8. **Reserved.**

Section 9. **Reserved.**

Declarant has executed this Declaration, this *jJ* day of 0
----- u.----- f----- e.. ----- 2006. WITNESSES: Georgia Lakes,
LLC.,

**a Georgia limited liability
company**

B
y
:

Print Name: *Bl<.ucc;* C. BEGS

Print Name:-----

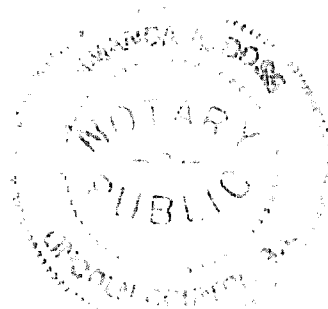
Chris Forbes
Managing Member

STATE OF
GEORGIA
COUNTY OF
LINCOLN

The foregoing instrument was acknowledged before me this 15-
day

of
fu, 2006, by Chris Forbes, as Managing Member
of Georgia
Lakes, LLC., a Georgia Limited Liability Company, on behalf of said LLC.

[Seal]



Notary

Public: Print Name: rJ_p.

AJ);L

My Commission Expires:

'+N/

Personally

Known (OR)

Produced Identification

Type of Identification produce-

a--

Exhibit "A"

Legal Description of Platted Properties