

FILED  
LINCOLN COUNTY GEORGIA

STATE OF GEORGIA

JUN 15 2006

LINCOLN COUNTY

12:09 pm

SUPERIOR-JUVENILE COURTS  
BRUCE C. BEGGS, CLERK

RETURN RECORDED DOCUMENT TO:  
Wheichel & McQuigg, LLC  
504 Beachview Drive, Suite 3-D  
St. Simons Island, Georgia 31522

**DECLARATION OF PROTECTIVE COVENANTS FOR EAGLE POINTE SUBDIVISION CREATED PURSUANT TO THE PLAT KNOWN AS "EAGLE POINTE" RECORDED IN PLAT Sub. A, MAP NUMBERS 159 THROUGH 160 A, IN THE OFFICE OF THE SUPERIOR COURT OF LINCOLN COUNTY, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS** the undersigned **GEORGIA SHORELINE, LLC**, a Georgia Limited Liability Company (hereinafter referred to as "Developer") is the owner of those certain Lots (the "Lots") located in Eagle Pointe (the "Subdivision"), a subdivision created as referenced hereinabove.

WHEREAS, the Developer desires to establish uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Property, which will benefit all owners of Lots within the Property (the "Owners") and, to this end, desires to subject the Property to the conditions, limitations, and restrictions hereinafter set forth.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions, and limitations, all of which shall be construed as and deemed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title, or interest in the Property, as well as their heirs, successors, and assigns, to-wit:

#### ARTICLE I

##### PROPERTY SUBJECT TO THIS DECLARATION, ALL ADDITIONS THERETO AND DELETIONS THEREFROM

1. Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lincoln County, Georgia, and is described in the Plat of "Eagle Pointe", as recorded in Plat Sub. A, Map numbers 159 through 160 A, in the Office of the Superior Court of Lincoln County, Georgia. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2 of this Article I hereof.

2. Additions to Property. Upon the approval in writing of the Association, the owner of any property who desires such property to be subject to this Declaration, or, for so long as

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the Developer still owns any Lots within the Property, the Developer, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Office of the Superior Court of Lincoln County, Georgia, and if the additional property is located in a county other than Lincoln County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Office of the Superior Court of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association or the Developer shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

3. Withdrawals of Property. The Association or, for such time as the Developer owns any Lots within the Property, the Developer, may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners, if any, of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Office of the Superior Court of Lincoln County, Georgia, and if the property is located in a county other than Lincoln County, the Supplementary Declaration shall also be filed in the Office of the Superior Court of that county.

4. Platting and Subdivision of the Property. The Developer shall be entitled at any time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property. Notwithstanding anything herein to the contrary, any amendment to this Declaration shall require the signature of the Developer approving any such amendment.

5. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered

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to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

## ARTICLE II

### GENERAL

#### 1. Exclusive Residential Use and Improvements.

A. All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively.

B. All buildings will be in conformity to the standards set forth herein with regards to appearance and all other provisions herein not including size limitations.

No structure shall be erected unless the Lot owner has provided a complete set of plans to developer and Lincoln County, as specified herein and as further specified by Lincoln County for approval and has actually received approval from the County.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be permitted to construct and maintain on any two Lots a structure and related facilities designed and used as a construction field office and/or a sales office.

D. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

E. No dwellings shall be erected containing less than one-thousand eight hundred (1,800) square feet of living (heated) area, exclusive of porches, garages, and basements.

#### F. BUILDING REQUIREMENTS:

F.1. ROOF PITCH. The front roof pitch on any residence shall not be less than 5 x 12.

F.2. DRIVEWAYS. All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance.

F.3. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

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**F.4. FOUNDATIONS.** All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed, or split block.

**F.5. STYLE.** All homes are to be of traditional southern styling. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be of Georgian type architecture and not unusual or unique.

**F.6. CHIMNEYS.** No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

**F.7. HVAC EQUIPMENT.** Outside air-conditioning units may not be located in the front yard of any lot, or any required side yard on corner Lots.

**F.8. WINDOWS.** Wood frame, aluminum clad or painted aluminum windows will be used exclusively on the sides, front, and rear of the dwellings constructed.

**F.9. CONCRETE BLOCKS.** No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show from the exterior of any building.

**F.10. SIDING.** No vertical siding shall be used on the construction of any dwelling. No vinyl or aluminum siding is to be used on exterior of buildings.

**F.11. CONSTRUCTION OF IMPROVEMENTS.** When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

**G. PLAN REQUIREMENTS:** The plans shall include but not be limited to the following.

**G.1. SITE PLANS.** Plans must show house location as it relates to property line and applicable setback lines.

**G.1.a.** Drawn to a scale no less than 1"=20'0"

**G.1.b.** Plan to show all sidewalks, driveways, patio, decks, fencing (see section 4). Fences and hedges elevation of proposed finished floor and approximate existing grade.

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**G.2. FOUNDATION PLAN.** Plans must show type and details of footing to be used.

G.2.a. To be at a scale no less than  $\frac{1}{4}"=1'0"$

G.2.b. Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.

G.2.c. NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structural Engineer, showing details of design.

**G.3. FLOOR PLAN.** Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

G.3.a. Plans are to be drawn at a minimum scale of  $\frac{1}{4}"=1'0"$

**G.4. ELEVATIONS.** Plans shall show all exterior elevations indicating the type and color of finish materials.

G.4.a. Plans are to be drawn at a minimum scale of  $\frac{1}{4}"=1'0"$

G.4.b. Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated F.I.R.M. flood elevation.

**G.5. BUILDING SECTIONS AND DETAILS.** The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than  $\frac{1}{2}"=1'0"$

**G.6. WALL SECTION.** This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section F.1. roof pitch), type and color of exterior finish materials, all hurricane anchor attachments and general construction design intent for each project.

G.6.a. Plan to be at a minimum scale of  $1"=1'0"$

**G.7. ELECTRICAL PLAN.** Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section F.9. exterior lighting).

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G.7.a. Electrical plan to be drawn at a minimum scale of  $\frac{1}{4}''=1'0''$

H. All plans for construction must be stamped. All contractors must be licensed and insured.

2. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

3. Landscaping. Upon the completion of a residence, all front yards will be landscaped with solid sod. The rear and side yards may be sprigged, seeded, or solid sod.

4. Fences and Hedges.

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street corners that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

D. OFF-STREET PARKING.

The owner of each Lot or Lots, comprising a building site, shall provide an off-the-street parking area on his Lot for his own vehicles and at least two additional vehicles.

5. Use Restrictions.

A. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

B. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No oil drilling, oil development operation, 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 or in 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.

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D. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.

E. No pre-fabricated, modular, or mobile homes are allowed.

F. No clotheslines of any kind will be permitted.

G. No further subdividing of existing Lots shall be permitted.

H. All residences are to be of natural colors, which mean earth tones and/or white.

6. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures. Except as otherwise permitted in Article III, (1) (C), no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

8. Signs. The Declarant reserves the right to erect any signs in Eagle Pointe. Signs may be erected by individual Lot owners but must meet the following criteria:

- A. Signs must be neat, clean and made of metal or wood material only.
- B. Signs must measure in size between one (1) foot by one (1) foot to three (3) feet by three (3) feet in size.
- C. Signs must be of tan or beige color for the background of the sign with the border of the sign in black.
- D. Lettering for the sign must be black in color and said lettering must be professional in appearance.
- E. Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree.
- F. Only one (1) "For Sale" or "For Rent" or similar sign for the sale or rent of a property may be placed on a lot at any given time.

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- G. Builders may erect a sign only during construction of the home and said sign must follow the above criteria.
- H. Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- I. Declarant is not required to follow the above criteria when placing signage within Eagle Pointe.

Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the Eagle Pointe Property Owners Association. No "For Sale" signs may be erected on any Lot until election of Eagle Pointe Property Owners Association.

This sign provision shall not apply to the Developer during the sales period. No "For Sale" signs are to be erected by any Lot owner, except Developer, until Developer is 90% sold out.

9. Storage of Vehicles, Boats, Trailers etc. No disabled, dismantled, non-operating, wrecked or junk vehicles will be stored on any Lot, including the storage area. No travel trailers, tractor-trailer trucks, panel vans or other commercial trucks in excess of a one-ton classification shall be parked or stored on any Lot. A boat storage area will be provided for boats only.

10. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted.

11. Docks. All lots which do not border the U.S. Army Corps of Engineers property and which do not qualify for a dock to benefit their specific parcel are entitled to use the Courtesy Dock and Courtesy Dock area. The Courtesy Dock has been permitted to the Developer and shall be transferred to the Homeowner's Association which shall maintain the dock and Courtesy Area.

Lots 31, 32, 33, 34, and 35 shall have the exclusive use of a Community Dock. These lot owners shall be subject to a community dock agreement pursuant to U.S. Army Corps of Engineers requirements. Dock slips have been built for Lots 33 and 34, all remaining lot owners must apply for an add-on permit to add their own slip on to the Community Dock. Each of these 5 lot owners shall own an equal interest in the dock and is obligated to bear the cost of their individual slip and proportionate share of overall maintenance costs of the dock. The 5 lot owners must form an association and one person shall represent the association on community dock matters. No lot owner benefited by the community dock shall impede any of the 5 lot owners from obtaining a permit for a slip to be attached to the community dock.

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Lots 68, 69, and 70 shall have the exclusive use of a Community Dock. These lot owners shall be subject to a community dock agreement pursuant to U.S. Army Corps of Engineers requirements. Each of these 3 lot owners shall own an equal interest in the dock and is obligated to bear the cost of their individual slip and proportionate share of overall maintenance costs of the dock. The 3 lot owners must form an association and one person shall represent the association on community dock matters. No lot owner benefited by the community dock shall impede any of the 3 lot owners from obtaining a permit for a slip to be attached to the community dock.

All lot owners who may qualify for a dock permit are required to place their dock in such a way as to allow their neighboring lot owners to qualify for a dock permit. This restriction means that all docks shall be built in such manner as to preserve a minimum of a 50-foot buffer spacing between the proposed dock and a neighbor's proposed dock. The lot owners shall conform themselves to the Developer's designation of dock locations on the subdivision plat to the maximum extent possible, i.e. the subdivision plat shall be the location of the dock for each lot excepting extreme extenuating circumstances.

12. Septic System. Lots 11, 12, 30, 45, 46, 67, 68, 69, and 70 are benefited by a common septic system. These lots are unsuitable for septic drainage fields. The developer has provided a common septic tank and transmission lines from each lot to the common septic tank and drain fields. The common septic tank and drain fields shall be located upon Tract A, as designated on the Subdivision Plat. The septic tank is designed to receive a maximum of 10,000 gallons of effluent per day and therefore the lot owners are restricted to a maximum of four (4) bedrooms per lot. The entire septic system was designed in conjunction with Lincoln County officials and in conformance with local and state regulations.

The lot owners shall jointly and severally be responsible for the maintenance and repair of the septic system in its entirety. Further, the lot owners shall hold the homeowner's association and Lincoln County harmless and indemnify them from liability caused by the failure of the lot owners to maintain and repair the septic system. The lot owners shall also maintain Lot A as a green space, preventing any growth of trees, shrubs, other organism, or anything from damaging the septic system.

The homeowner's association, regardless of the actions or inactions of the individual lot owners, shall indemnify and hold harmless Lincoln County from any liability caused by the failure to maintain or repair the septic system.

13. Enforcement. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned Developer or any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies set forth in

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this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

14. Protective Covenants running with the Land. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the Lots, it is agreed to terminate or change same in whole or part. It shall be lawful for the Developer and Lot Owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate these covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein for past or future violations of these covenants and restrictions.

15. Alteration. These covenants and restrictions may be altered only with the consent of a majority vote of Lot Owners or, for so long as Developer owns any Lot or Lots, agreement of the Developer.

16. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed via United States mail, postage paid, to the street address of the Lot owned by such Owner.

17. Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nonetheless remain in full force and effect. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and affect.

18. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Georgia.

19. Captions. The captions and titles of the various Articles and Sanctions in this Declaration are for convenience of references only, and in no way define, limit or describe the scope or intent of this Declaration.

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

21. Effective Date. This Declaration shall become effective upon its recordation in the office of the Office of the Superior Court of Lincoln County, Georgia.

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## ARTICLE III

OWNER'S ASSOCIATION1. Definitions.

(a) The Articles of Incorporation: The Articles of Incorporation of the Eagle Pointe Homeowners Association, Inc., a nonprofit corporation.

(b) The Association: The Eagle Pointe Homeowners Association, Inc., its successors and assigns.

(c) The By-Laws: The By-Laws of the Eagle Pointe Homeowners Association, Inc.

(d) Member: A person or other entity who is a record owner of any Lot.

(e) Member's Property: The real estate described as "the Property" in the recitals to this Declaration.

(f) Common Areas: Those portions of the Property which are of common use and benefit to all Owners and are not subject to annual and special assessments of the Association, such areas to include, without limitation, the entry way to the Property, all street lighting now or hereafter installed on the Property, any and all easements granted or to be granted for the common benefit of the Owners. Other areas as may be designated "Common Areas" by the Developer or the Association.

2. Entry Way. The Developer has constructed an entryway which is located at the entrance to the subdivision. The entry way cannot be altered or changed in any way. For the benefit of the Association, The Homeowner's Association reserves an easement on that portion of the Property upon which the entry way is constructed (as shown on the subdivision plat filed with respect to the Property) in order to maintain the entry way. Said entryway, together with any streetlights which may hereafter be installed in the Property, constitute part of the Common Areas of the Property.

3. Operation of the Association. The voting rights of Members, the election of officers and directors, and all other aspects of operation of the Association, including but not limited to Developer's rights regarding the same, shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Association.

4. Membership of the Association. Each Lot Owner shall be a Member of the Association; provided, that if any Lot is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters.

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[signature page to follow]

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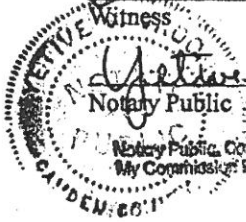
IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the day and year first above written.

GEORGIA SHORELINE, LLC

By: [Signature] (SEAL)  
Agent

Signed, sealed and delivered  
in the presence of:

[Signature]



[Signature]  
Notary Public

Notary Public, Camden County, Georgia  
My Commission Expires Sept. 30, 2003

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ENTERED JUN 15 2000