

BOOK PAGE
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PAGE NO. 0425

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Record and Return to:
Douglas McManamy
6600 Abercorn Street, Suite 104
Savannah, Georgia 31405
060431 BRESNAN/Bresnan

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Effingham County, Georgia
Real Estate Transfer Tax
WARRANTY DEED
paid \$ 289.90
date 11-3-06
Elizabeth Z. Hursey
Clerk of Superior Court

STATE OF GEORGIA
COUNTY OF Effingham

THIS INDENTURE, Made the 27th day of October, 2006, between

Sugar Magnolia Homes, LLC,

of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

Marquis P. Bresnan,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Rincon, Effingham County, Georgia, and being shown as LOT 291 on that certain plat entitled "Lost Plantation Phase H" according to a plat of survey prepared by Kern-Coleman & Co., dated November 21, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C Slide 5 D. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein and made a part hereof by specific reference.

Said property subject to those certain Declaration of Covenants, Conditions, Restrictions and Easements for Lost Plantation, dated August 18, 1999, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Record Book 589 Page 178.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Sugar Magnolia Homes, LLC

[Signature]
By: Janet Atwood, its Asst. Managing Member authorized pursuant to Unanimous Consent Action dated October 18, 2005.

[Signature]
Unofficial Witness
[Signature]
Notary



Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 112.00
Date 2-1-08
Elizabeth Z. Hursey
Clerk of Superior Court

BOOK 01720 PAGE 0061
PAGE NO. _____
2008 FEB -1 AM 8:52
ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Return Recorded Document to:
Carellas & Newberry P.C.
440 Silverwood Centre Drive
Post Office Box 2599
Rincon, Georgia 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

File #: 0027-08

This Indenture made this 29th day of January, 2008 between Charles B. Gibson, Jr., of the County of Effingham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Brian D. Shinall and Susan B. Shinall, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Lot 239, Section A, Westwood Heights Subdivision, as shown and more particularly described on that certain map or plan of said subdivision made by Harold R. Johnson, recorded in Plat Book 2, page 197, in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Susan V. Helmly nka Susan V. Fleming to Charles B. Gibson, Jr. dated June 23, 2005, recorded in Deed Book 1295, page 388, aforesaid records.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Debra S. Morgan
Notary Public

[Signature] (Seal)
Charles B. Gibson, Jr.



1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and shall apply to all the lots in the Subdivision for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Easements for drainage and utility purposes: Easements for drainage and utility purposes are reserved over, across and upon the lots, as shown and more particularly described by the plat of survey of the Subdivision. No building or fence or any other structure shall be placed on any easement shown on the Subdivision plat.

3. Lot Restrictions: No lot shall be subdivided; provided, however, lots may be re-combined as long as the total number of said recombined lots is not increased and such re-combination is approved by the Effingham Planning Commission. Each lot shall be designated as a residential building lot; only one single-family dwelling and one detached building shall be erected on any lot. All portable or prefabricated utility buildings or carports or "handi houses" must be approved by the Declarant or Association. No mobile homes, duplexes, or apartments of any sort shall be permitted in the Subdivision. No dwelling shall exceed two (2) stories in height, and all dwellings shall be set back as shown on the Subdivision plat. The Purchaser and/or Builder will need to review the setback requirements on each lot individually.

4. Building Plan Approval: No building or structure shall be erected, placed or altered on any lot until the construction plans have been approved by the Declarant, who shall not be responsible or liable in any way for the performance of any Builder or for any defects in any plans nor for any structural defects in any work done according to such plans. All construction shall be completed within twelve (12) months after the commencement of same. Specifications for exterior finish must be shown on or attached to the construction plans.

5. Exterior Building Finishes: It is suggested, but not required, that the exterior finish of each residential dwelling be of the same material. Allowable exterior finishes must be approved by the Declarant. Brick or vinyl exterior are generally allowable exterior finishes, but must be approved by Declarant. Any combination of exterior products must be approved. Approval or disapproval of all designs and all exterior finishes are within Declarant's complete discretion. Any detached building shall be completed with the same exterior finish or combination of finishes as that of the dwelling.

6. Minimum Building Size: No dwelling house shall be erected, constructed, or maintained on any of the lots in the Subdivision having a total floor area, exclusive of porches, terraces, garages, patios, storage, and utility space, of less than eight hundred (800) square feet for a one-story dwelling, and shall not be less than one thousand (1,000) square feet for a two-story dwelling with a minimum of five hundred (500) square feet for both ground floor and second floor heated area of a two-story dwelling

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7. Nuisances and Vehicles: No noxious, offensive activity or noise shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision neighborhood. Examples of prohibited activity would include facilities such as kennels for housing hunting dogs. No lot shall be used or maintained as a dumping ground for litter, garbage or trash. All items of waste shall be kept in sanitary containers. No lot owner shall permit development of any unclean, unsightly or unkempt condition of the house and grounds on such lot, which would tend to decrease the beauty of the Subdivision neighborhood as a whole or the specific area. All lot owners are required to keep their lots maintained, with grass cut and neat at all times. If a lot is not properly maintained, the Declarant can have the lot maintained at the owner's expense. If said expense is not timely paid by owner, the amount thereof shall become a lien on the lot.

No junk trailers, old buses, vans, trucks, cars or other items of this sort will be allowed in the Subdivision. No unlicensed motor vehicles will be allowed in the Subdivision unless they are stored in an approved structure. All playground equipment, recreational vehicles, boats or other extra vehicles shall be placed behind an approved wooden privacy fence or stored in a building approved by Declarant. Clotheslines, if any, must be located behind an approved wooden privacy fence.

No tractor-trailer trucks or large commercial vehicles are allowed to be parked in the subdivision. Tractor-trailer trucks can only be used for delivery of building materials and construction within the Subdivision.

8. Temporary Structures: No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No portable buildings are allowed on any lot. The Declarant has the right to have a temporary sales office.

9. Fences: Only wood or vinyl fencing may be used in the backyard at the rear of the home and must be approved by the Declarant. Fencing shall be 6-foot high.

10. Driveways: All driveways in the Subdivision shall be paved with asphalt or concrete from the road or street to the garage.

11. Landscaping: Landscaping, shrubbery, and grass shall be maintained at all times, and no shrubbery, trees, screening, etc., shall be allowed to restrict sight distance and/or create traffic hazards.

12. Commercial Businesses: No business of any kind whatsoever shall be erected, maintained, operated, or carried on, permitted, or conducted on any lot in the Subdivision, or any part thereof, excepting only "home occupations" as authorized by Effingham County Zoning Ordinances. No noxious, dangerous, or offensive activity or nuisance shall be erected, maintained, operated, carried on, permitted, or conducted on any lot, or on any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the Subdivision neighborhood.

13. Signs: No sign of any type may be placed on any lot for any purpose, whatever except "For Sale" signs for the property which shall not be larger than 2' X 2'. 01533 0442

14. Drilling/Mining Restrictions: No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. Community Water System/Common Area Maintenance: The Subdivision is served by a water system provided by Effingham County (the "water company"). No water wells shall be drilled and no water mains shall be laid and or installed anywhere in the subdivision except by the water company. No owner can install or drill a well on any lot in the subdivision without the prior written approval of the water company.

16. Satellite Dishes and Antennas: Unless otherwise permitted by law, a small satellite dish may be placed on a lot in the Subdivision in the backyard with written permission from the Declarant. In the event a satellite dish is placed on a lot, the exact location and type of dish must be approved by the Declarant. The satellite dish shall not be placed on a home or in a yard closer than the rear of the home. Certain types of satellite dishes will be approved by the Declarant provided they are placed in the backyard of a home in an approved location and are not attached to the dwelling.

17. Swimming Pools: Swimming pools must be located in the backyard and must be screened from view with a privacy fence.

18. Sewage Disposal: No individual sewage-disposal system shall be permitted on any lot.

19. Animals, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to destroy property, create noise, or otherwise disturb any neighbor. Pets must be kept in an approved fenced yard. No more than two (2) dogs may be kept or maintained on a lot.

20. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21. Wetlands: Any wetlands areas are to be left in their natural state and are not to be disturbed in any way. No cutting or filling of wetlands areas is allowed.

22. Association Membership and Voting Rights:

(a) Except as otherwise provided in the Covenants, the administration of the Subdivision shall be vested in an association to be known as Timberlake Homeowner's Association, Inc. (herein referred to as either the "Association" or the "Homeowners Association"). Every person who is the record owner of a fee or undivided fee interest in a lot shall be a member of the Association. Included as a member of the Association is the Declarant. The foregoing is not intended to include entities that hold an interest merely as security for the performance of any obligation. No owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of a lot. Ownership of a lot shall be the sole qualification for membership in the Association.

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

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

(ii) Class "B" members (the Declarant) shall be entitled to one hundred (100) votes as long as the Declarant owns at least one of the lots in the Subdivision. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier: When all lots are sold and transferred by the Declarant or when the Declarant relinquishes its Class "B" rights.

(c) All present and future owners, tenants, and occupants of a lot shall be subject to and shall comply with the provisions of the Covenants, the Bylaws, and Rules and Regulations of the Association adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entry into the occupancy of a lot shall constitute an acceptance by such owner, tenant, or occupant of the provisions of such instruments.

(d) The Association shall be directed by a Board of Directors, which will be a three member Board of Directors and shall be elected by the Association for a term of two (2) years. Each member shall be elected separately and by a vote of at least 50% of the quorum necessary for a meeting of the Association.

(e) Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Homeowners Association assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such late charges and interest thereon and costs of collection thereof as provided by Georgia law, including but not limited to O.C.G.A. Section 44-3-232, shall be a charge on and a continuing lien upon the lot against which each such assessment is made. Such lien shall be perfected by filing of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, a claim of lien within ninety (90) days after the assessment for which a lien is claimed became due. Such a claim of lien shall also secure all assessments and other amounts which come due thereafter until the claim of lien is canceled of record. Also, each owner shall be personally liable for the portion of any assessment coming due while he is the owner of a lot, and his grantee

shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor. Provided, however, any person who becomes the owner of a lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage on such lot or pursuant to any proceeding in lieu of the foreclosure of such mortgage shall be liable only for assessments coming due after the date such person so acquires title to such lot.

(f) Priority of Lien. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, if any, filed of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. The sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot which is subject to a first mortgage pursuant to the judicial sale or foreclosure thereof, or pursuant to any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve the acquirer of title, and the successors-in-title and assigns thereof from liability for any assessment thereafter becoming due on the lot from the lien thereof. Provided, however, the Association may at any time, either before or after a first mortgage is placed on a lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments provided for herein with respect to such lot coming due during the period which such lot is or may be held for liquidation by the first mortgagee pursuant to such sale or transfer.

23. Maintenance:

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

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

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

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

and maintenance of a reserve for repair, replacements and maintenance, and ad valorem taxes.

25. Maximum Amount of Annual Assessments. Until January 1, 2007, the maximum annual assessment for each lot, or per dwelling if said dwelling occupies more than one lot, shall be One Hundred & 00/100 (\$100.00) Dollars, to be due and payable on the first day of January of each year, provided that assessments will be considered late after the fifteenth day of January of each year. All late fees and penalties allowable under Georgia law, including but not limited to those fees and penalties outlined by O.C.G.A. Section 44-3-232, will begin to accrue on the sixteenth day of January, unless assessments due have been paid. In the event that any assessment is late, Declarant reserves the right to report failure to pay assessments timely to credit bureaus, to refer the matter to a collection agency, and/or to hold an owner responsible for costs of collection. After January 1, 2007, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of membership of the Association and the maximum annual assessment may be increased more than five (5%) percent above the maximum annual assessment for the previous year by a vote of two-thirds (2/3) of each voting class of membership of the Association who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days written notice of the time, place, and purpose of such meeting to all members.

26. Special Assessments. Notwithstanding any annual assessments authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any common area, entrance, streets and lighting in the Subdivision; provided that any such special assessment shall have the assent of at least one-half (1/2) of the vote of Class A and B members who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days notice of the time, place, and purpose of such meeting to all members, provided a quorum is present.

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

28. Administration. Subject to the provisions of this paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair, and replacement of the Common Areas, entrance, sidewalks and lighting of the Subdivision and those acts required of the Association pursuant to the Covenants shall be the responsibility of the Association. Such administration shall be covered by the Covenants and Bylaws of the Association. The duties and

and maintenance of a reserve for repair, replacements and maintenance, and ad valorem taxes.

25. Maximum Amount of Annual Assessments. Until January 1, 2007, the maximum annual assessment for each lot, or per dwelling if said dwelling occupies more than one lot, shall be One Hundred & 00/100 (\$100.00) Dollars, to be due and payable on the first day of January of each year, provided that assessments will be considered late after the fifteenth day of January of each year. All late fees and penalties allowable under Georgia law, including but not limited to those fees and penalties outlined by O.C.G.A. Section 44-3-232, will begin to accrue on the sixteenth day of January, unless assessments due have been paid. In the event that any assessment is late, Declarant reserves the right to report failure to pay assessments timely to credit bureaus, to refer the matter to a collection agency, and/or to hold an owner responsible for costs of collection. After January 1, 2007, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of membership of the Association and the maximum annual assessment may be increased more than five (5%) percent above the maximum annual assessment for the previous year by a vote of two-thirds (2/3) of each voting class of membership of the Association who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days written notice of the time, place, and purpose of such meeting to all members.

26. Special Assessments. Notwithstanding any annual assessments authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any common area, entrance, streets and lighting in the Subdivision; provided that any such special assessment shall have the assent of at least one-half (1/2) of the vote of Class A and B members who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days notice of the time, place, and purpose of such meeting to all members, provided a quorum is present.

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28. Administration. Subject to the provisions of this paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair, and replacement of the Common Areas, entrance, sidewalks and lighting of the Subdivision and those acts required of the Association pursuant to the Covenants shall be the responsibility of the Association. Such administration shall be covered by the Covenants and Bylaws of the Association. The duties and

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 powers of the Association shall be those set forth in the Covenants and said Bylaws, together with those reasonably implied to effect the purposes of the Association. Such duties and powers shall be exercised in the manner provided by the Covenants and Bylaws of the Association. The Association shall have the responsibility of approving the annual budget, establishing and collecting annual assessments, and arranging for the carrying out of the functions and activities of the Association as provided herein.

29. Protective Covenants applicable during construction:

a. During construction each owner and builder are responsible for cleaning up material and debris which may have been scattered onto property outside the lot boundaries. All lot owners are required to have a dumpster on site upon obtaining a building permit

b. In the event the construction site is not kept clean, the Declarant has the right to clean the property at the expense of the owner and builder. If said expense is not paid by the owner or builder, the amount thereof shall then become a lien on the property. The use of a dumpster on each lot to assist and control this problem is recommended.

c. The lot owner and builder are responsible for not allowing any dirt to leave a lot and spread on any street. Owner and builder will follow all requirements of the Georgia Environmental Protection Division (EPD) related to sediment or other requirements.

d. Equipment needed for construction shall not be loaded or unloaded on any paved street. All equipment is to be driven and used on the lots only. In the event any party destroys any pavement, that party is responsible for any damage incurred. If payment for such damage is not received by Declarant, the amount thereof shall become a lien on the lot.

30. Definitions: Any terms or items not expressly defined herein are defined in the zoning ordinances of Effingham County in effect as of the date of the execution hereof, said ordinances being specifically incorporated herein for purposes of definition only.

31. Covenant Violations: Any violation or attempt to violate these covenants or restrictions may be enjoined in any proceeding at law or in equity and the person or persons violating or attempting to violate such covenants or restrictions shall be liable for all damages suffered by any person or persons who should by his action have suffered any cost or damage.

32. Invalidation of Covenants: Any invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

33. Amendment: FTA or VA Compliance.

a. Declarant reserves the right to modify, alter, or amend, in whole or in part, these Covenants at any time, by a writing recorded in the records of the Clerk of Superior Court of Effingham County, Georgia, so long as Declarant shall own at least one (1) lot in the Subdivision. Any modification, alteration or amendment may not proscribe any activity or condition existing before said modification, alteration or amendment.

b. Notwithstanding anything contained herein to the contrary, Declarant shall have the

unilateral right to amend or modify the covenants if, in the sole discretion of Declarant, such amendment or modification is necessary to provide that loans insured by the Federal Housing Administration or Veterans Administration can be made to purchasers of lots within the Subdivision.

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

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal on the day and year first above written.

BLUEJAY DEVELOPERS LLC

BY: [Signature] (L.S.)
Edward W. Beaty, Jr., Member

BY: [Signature] (L.S.)
Michael L. Jenkins, Member

JENKINS & JENKINS, L.L.C.

BY: [Signature] (L.S.)
Michael L. Jenkins, Member

BEATY CONSTRUCTION CO., LLC

BY: [Signature] (L.S.)
Edward W. Beaty, Jr., Member

Signed, sealed and delivered in the presence of:

Witness
[Signature]
Notary Public



Timberlake.covenants/gasnt/maw

