

Record and return to:
Harvest Properties, Inc.
P.O. Box 389
Springfield, Ga. 31329

**DECLARATION OF PROTECTIVE COVENANTS
KATE'S COVE SUBDIVISION - PHASES I AND II**

This declaration, made the 29 day of January, 1998, by Harvest Properties, Inc. a Georgia corporation, (hereinafter referred to as the "Developer")

1. DECLARATION PURPOSES

1.1 General Purposes

The Developer is the owner of certain real property known as Kate's Cove Subdivision, being a subdivision of all those lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, and being more particularly described according to a plat of Kate's Cove Subdivision, dated January 20, 1998 and recorded in Plat Cabinet B, slides 4B and 4C and incorporated herein by reference for a more particular description of the property which is the subject of this declaration, hereafter the "Subdivision".

The Developer desires to provide for the preservation of the values of said subdivision, it being in the interest, benefit, and advantage of Developer and each and every person who shall hereafter purchase any lot in said subdivision together with such additions as may hereafter be made by Developer to covenants, restrictions, easements, charges and liens hereinafter set forth which shall run with the land.

In consideration of the premises and the benefits to be derived by Developer and each and every subsequent owner of any of the lots in said subdivision, the Developer for itself, its successors and assigns, hereby declares that all real property described in Exhibit A attached hereto, and such additions to said property as may hereafter be made pursuant to the provisions hereof, whether or not referred to in any deed of conveyance of

such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. Said covenants shall become effective immediately and shall run with the land and be binding on all persons claiming under or through the Developer until twenty (20) years from the date hereof at which time said covenants may be extended or terminated in whole or in part as hereinafter provided.

1.2 Exceptions

The covenants and restrictions herein do not apply to areas now designated or designated at some future date by the Developer, whether appearing on Exhibit A or not, for storage of maintenance equipment, communication and utility equipment, gates, streets, temporary sales office and recreational areas. Developer expressly reserves the right to designate any lot or portion thereof for the aforesaid purposes.

1.3 Definitions

1.31 "Association" shall mean and refer to the "Kate's Cove Homeowner's Association, Inc," its successors and assigns.

1.32 "Subdivision" shall mean and refer to Kate's Cove.

1.33 "Developer" shall mean and refer to Harvest Properties, Inc., a Georgia corporation, its successors and assigns.

1.34 "Common properties" shall mean and refer to any real property, and improvements or portions of improvements thereon, and any personal property or equipment, with respect to which the developer grants, assigns or conveys to the Association, title, interest in, or rights of use, or with respect to which the Developer permits use by the association or some or all owners.

1.35 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of common properties.

1.36 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any lot situated upon the properties.

1.37 "Member" shall mean and refer to all those owners who are members of the Association as hereinafter provided.

1.38 "Declaration" shall mean the covenants, condition, restrictions and all other provisions herein set forth in this entire document, as the same may from time to time be supplemented and amended as herein provided.

1.39 "Architectural Review Committee" (also "ARC") shall mean and refer to the committee established pursuant to Section 4 hereof to review and control the design of improvements in the subdivision.

2. IMPROVEMENTS

2.1 Land Use and Building Type

Except for a temporary sales office to be located at the entrance of the subdivision no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height which shall include a private garage for not less than two cars. No lot shall be further subdivided, and no combination of lots, once joined, shall be re-subdivided except as originally surveyed and provided that no improvements have been erected thereon except as approved for individual lots therein.

2.2 Dwelling Quality, Size and Design

2.21 All dwellings shall be of top quality workmanship and materials. The ground floor of the main structure shall be not less than nineteen hundred (1900) square feet of heated air-conditioned space for a one-story residence, and not less than nineteen hundred (1900) square feet of heated and air-conditioned space for a two-story residence consisting of not less than fourteen hundred (1400) square feet on the ground floor and not less than five hundred (500) square feet on the second floor of a two-story residence, exclusive of garages and other unheated space.

2.22 Said structure shall cover no more than 30% of the lot.

2.23 Exterior finish materials shall be of high quality and shall be durable, such as wood, brick, stucco and the like. No vinyl siding is allowed except on the eaves and gussets of the home. All materials shall be approved by the Architectural Review committee before use.

2.24 All fixtures and equipment shall be efficient and economical, including plumbing, heating, air-conditioning and other similar items.

2.25 No modular or prefabricated housing units may be used on the premises. No metal-clad siding, asphalt, asbestos, or roll siding will be permitted on the exterior of any building unless express written permission is granted by the Architectural Review Committee.

2.26 House Dimensional Requirements: Houses to be constructed with a crawl space must have a minimum of 36" between the finished first floor and any existing grade.

All roofs will have a pitch of no less than 6/12. A pitch of 7/12 or greater is generally recommended for aesthetic purposes.

2.27 Finishes: Roofs - It is mandatory that asphalt be a textured, architectural grade, i.e. Timberline, Elk Prestige series, Georgia Pacific Summit series, or comparable.

Windows - Wood - M&W, Pella, Peachtree, Marvin, Anderson or comparable. Tilt sash aluminum windows trimmed on outside with brick molding or comparable are allowed.

Doors - Solid, polished brass lock sets are recommended.

Columns and Posts - Must be finished in wood, brick, or stucco.

Vent Stacks - Conceal from view from streets.

Colors - Offensive, loud and distasteful colors (as determined by Architectural Review Committee) will not be allowed. Muted, natural tones are preferred.

Plumbing - Type L copper or PEX water piping must be used within the confines of the house structure. No PVC allowed.¹

2.3 Site Location

2.31 Driveways - 4" reinforced concrete. Curve driveway to suit natural conditions of site (trees, palmetto beds, topography, etc.). Place driveway no closer than 10' from any property line.

2.32 Fences - Brick or stucco with style conforming to that of the house.

Chain link fences will not be allowed from rear line of house forward to the street. If chain link fence is used, it must be completely concealed from view from any street by means of landscaping. Chain link fences will not be allowed on corner lots.

2.33 Lamp Post - 20' from side property line on side designated by Architectural Review Committee; 5' from front property line, within lot.

2.34 Mail Boxes - Purchase by contacting Architectural Review Committee.

2.35 Play Equipment - Equipment must be of a non-offensive form, material, and color. Equipment will not be allowed from the rear line of the house forward to the street or within 20' from any property line.

2.36 Signage - Signs other than real estate, builder, or legal will not be allowed. Signs must be 2' x 3' maximum size; 3' maximum height.

2.37 Mechanical Units - Exterior mechanical units and meters should be located on the rear of a residence; if not, appropriate landscaping must be added to conceal their view from the street.

2.4 Building Location

No building or structure shall be located on any lot nearer to any lot line than the set-back line shown on the recorded subdivision plat. If no such set-back line is shown on the plat, then the main residence shall be located at least fifteen (15') feet from side and thirty (30') from the rear lot lines and thirty five (35') feet from the front street. Driveways shall be located no nearer than ten (10') feet from the side property line.

2.5 Facing of Residence and Garage

All residence buildings shall be so designed and oriented on their sites as to present an attractive appearance from the street. No garage door shall face the street unless specifically approved by the Architectural Review Committee because of lack of an alternative design. Garage doors to be raised or recessed panel.

2.6 Reservation of Easements

The Developer reserves a perpetual easement in, on, over, and under all streets, lanes, drainage, and utility easements shown on said subdivision plat, described in the attached Exhibit A, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and areas, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain conduits and wires for telephones, electric power, street lights, cable television, and to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the Developer to provide and maintain any such activity or service.

2.7 Required Inspections

The following inspections are required in advance of construction activities.

- Clearing of the site
- Pouring of the footings
- Pouring of the slab
- Pouring of the driveway
- Prior to occupancy

2.8 Drainage

Flow shall not be obstructed nor be diverted from drainage or utility easements as designated on said subdivision plat, described in the attached Exhibit A. Plans and specifications for driveways, culverts, pavement edging and markers shall be subject to prior approval by the Architectural Review Committee. Each lot shall be developed in such a manner as to carry away surface water that may exist either prior to, or as a result of, the development of the lot. No fences or other structures shall be erected in a manner that will hinder or prohibit the free drainage of the subdivision. It shall be the responsibility of each property owner owning property abutting a drainage easement to keep the same clean and free from obstruction. Any lot requiring a driveway which crosses a ditch shall install a culvert which is concrete with flared end sections complying with Effingham County ordinances.

Developer reserves a blanket easement on, over, and under the ground within the subdivision to maintain and correct drainage of surface water in order to maintain health, safety, and appearance. Such right expressly includes the right to cut trees, bushes, and shrubbery, make any grading of the road or take similar action, following which Developer will restore the property as nearly as possible to its original condition.

2.9 Other Contractors

2.91 Contractors, other than Developer, shall be assessed \$1000 payable to Harvest Properties, Inc., when adopted by the Architectural Review Committee, for clean up and/or street damage if contractor does not keep a clean construction site nor repair any street damage. Assessment will be used to clean up or repair street damage. If construction site is cleaned up and there is not street damage the \$1000 assessment will be refunded or any portion thereof.

2.92 All construction sites are required to furnish dumpsters for construction debris.

3. USES AND OTHER RESTRICTIONS

3.1 Home Occupations, Nuisances, and Livestock

No home occupation or profession shall be conducted in any living unit or accessory building. No noxious or offensive activity shall be carried on, in or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No livestock or poultry other than customary domestic pets such as dogs and cats shall be kept or maintained on any lot, and all such pets shall at all times be kept under control and not permitted to run loose. The parking of commercial vehicles, mobile homes, campers, automobiles in disrepair, boat, trucks other than light pickup trucks or other similar vehicles, in any driveway or parking area on any lot or in any street or drive is prohibited. The habitual violation of such parking regulation shall be deemed a nuisance. The hanging of clothes outside and maintaining of outside clothes lines are prohibited.

3.2 Temporary Structures

Except for the temporary sales office, no mobile home, trailer, tent, shack, metal outbuilding or other similar structure, above-ground swimming pool, or temporary building or structure of any kind shall be placed or allowed to remain on the lot. A temporary building or structure may be used during the construction of a residence only with the prior written approval of the Architectural Review Committee.

3.3 Signs

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2'x 3' advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. Signs will be a maximum of three (3') feet in height.

3.4 Wells and Septic Systems

No deep well or septic system shall be constructed or maintained on any lot whenever water and sewer connections and facilities are available to that lot, or whenever such facilities are in the process of construction and completion is projected not to exceed thirty (30) days beyond completion of the residence. Each lot owner shall pay all fees for water and sewer service and hookup. Each lot shall be required to utilize the water and/or sewage system installed by Developer, or at the direction of the Developer, provided that Developer shall be under no obligation to provide same.

3.5 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, storage tanks, tunnels, mineral excavation, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

3.6 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash, or other waste. All such waste consumed in the residence shall be kept in sanitary, covered containers which shall be maintained in a clean and sanitary condition, and which shall, unless required to be placed elsewhere on certain days for pickup, be kept in enclosed service areas appropriately screened from public view and from the view of the street and adjoining lots.

3.7 Maintenance of Property

Each lot owner shall keep his lot and all improvements there on in good appearance and repair, free of debris. All lawns shall be seeded or sodded, watered and mowed. All trees and shrubbery shall be pruned. Lawns shall be kept free of noxious insects and infections and spreading weeds, all in a manner consistent with good property management. In the event the lot owner shall fail to comply with these provisions, the Association, upon thirty (30) days written notice to owner, shall have the right to enter upon said lot to correct same and shall be entitled to levy a special assessment against the owner of said lot to cover the cost thereof.

3.8 Utilities and Antennas

All utilities shall be placed underground. Each owner is required to connect to said utilities at his or her expense. No exterior pole or tower or other device shall be erected or maintained on any lot. Any satellite dish, antenna, or similar equipment may be installed only with approval of the Architectural Review Committee and must be installed in a location not visible from the street. Satellite dishes must not exceed thirty two inches (32"). A dish will not be allowed in the front of a home. No window type heating and/or air conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the Subdivision except as approved in writing by the Developer.

3.9 Mail Boxes and Property Identification Markers

Developer shall provide to each property owner at the property owner's expense a standardized mail box with appropriate property identification markers. The property owner shall not be permitted to place any additional lettering on the mail box. A newspaper box attached to the mail box is permitted.

4. ARCHITECTURAL CONTROL

4.1 General

To achieve the Developer's objectives including the prohibition of any improvement or change in the property which would be unsafe or hazardous to any person or property, to minimize obstruction or diminution of the view of others, to preserve as much as practicable the visual continuity of the area, to assure that any improvements or changes in the property will be of good and attractive design and color and in harmony with the natural setting of the area, and to preserve and enhance existing features of natural beauty, and to assure that the materials and workmanship for all improvements are of high quality and comparable to other improvements in the area, there is hereby created an Architectural Review Committee (ARC) which is given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such committee. The developer reserves the right to:

- A. Perform all functions and give all approvals and disapproval's which are otherwise within the jurisdiction of the Architectural Review Committee.
- B. Appoint or remove any member of such Committee, including the right to appoint Developer or representatives of the Developer to said committee.
- C. Transfer the powers regarding said Committee to the Association for the purpose or purposes of architectural control concerning said development.

4.2 Commencement and Completion of Building

In addition to the matters specifically set forth herein, no building, fence, wall, road, driveway, parking area, utility line or system, swimming pool, tennis court, or other structures of any kind shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made or other work which in any way alters the property or improvements, nor shall the clearing of any trees or change in property grade be made until the plans and specifications showing the nature,

kind, shape, height, material, location, and grade of same and location of trees greater than six (6) inches in diameter to be removed and Landscaping Layout have been submitted to approved in writing by the Architectural Review Committee. All construction shall be completed in a diligent and timely manner and in no event more than one year after it is commenced, except that such period may be extended by reason of act of God, labor disputes or other matters beyond lot owner's control.

4.3 Membership In Architectural Review Committee

The initial membership in the Architectural Review Committee shall be Larry D. Weddle, W. Frederick Long, Julie Weddle, and Becky Long. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor for said member. Members of the committee and its designated representative shall be entitled to reasonable compensation for services performed pursuant to this covenant. This initial Committee shall serve subject to the power of the Developer as set forth in Paragraph 4.1 herein.

4.4 Procedure For Obtaining Required Approval

Whenever approval is required of the Architectural Review Committee, appropriate plans and specifications and samples of exterior roofing, siding, windows, and doors shall be submitted to the Architectural Review Committee. Appropriate plans and Landscape Layout which shall include, at a minimum, foundation plans, section details, floor plan for all floors, elevation drawings of all exterior wall, roof plans, a plot plan showing the location and orientation of the building on the lot, with all set backs indicated. The Architectural Review Committee shall either approve or disapprove said plans with thirty (30) days after said plans and specifications have been submitted to it. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required, and this article shall be deemed to have been fully complied with, unless a suit to enjoin the construction or changes has been commenced within thirty (30) days after the commencement of the construction. In the event of a rejection of said plans within the time limits imposed herein, said suit to enjoin the proposed construction or to require removal of the improvements so constructed may be commenced at any time within the applicable statutory period. Developer or the Board of Directors of the Association shall have the right from time to time to establish reasonable filing fees to defray the operational expenses of the Architectural Review Committee. Said filing fees shall be paid at the time of submission of plans. No additional fees shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval.

4.5 Variances

The Architectural Review Committee may issue variances from any covenant covering the construction or alteration of improvements on the lot provided such improvements substantially comply with the provisions hereof and provided the Architectural Review Committee acts in accordance with adopted and published guidelines and procedures.

5. KATE'S COVE HOMEOWNERS ASSOCIATION, INC.

5.1 Purposes

(a) The Developer has caused a non-profit corporation to be organized known as the **KATE'S COVE HOMEOWNERS ASSOCIATION, INC.**, herein sometimes referred to as the Association. Each owner of a lot will be a member.

(b) The Association will perform the functions of the Architectural Review Committee if such functions are transferred by the Developer.

(c) The Association will accept conveyance of common properties which Developer may convey to the Association, and will maintain same in a good and pleasing appearance and pay taxes thereon.

(d) The Developer at any time hereafter may convey to the Association as common property any canals, pond, drainage ditches, streets, and roadways and other properties owned by the Developer located within or abutting upon the existing lots and any addition thereto. Developer shall have the obligation of maintaining any such properties which may become common properties prior to the conveyance thereof to the Association.

(e) In addition to maintenance upon the common properties, the Association may, if the owner does not provide proper exterior maintenance, provide exterior maintenance with respect to the improvements on such owner's dwelling lot with respect to painting, repairs, replacements, care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The Association shall have the right to perform such maintenance and assess the property owner a special assessment which will be due upon completion of the work and which shall constitute a lien on the property as provided herein.

5.2 Membership and Voting Rights in the Association

5.21 (a) Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Voting Rights: Members shall be all those owners as defined in paragraph 1.37, with the exception of the Developer. Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot.

There shall be allowed a special voting membership for the Developer. Because the Developer has incurred, and will continue to incur, substantial development and start up costs, the Developer desires to control the voting memberships in the Association until the Developer can be assured of the completion of its development plans. Therefore, until the Developer has sold ninety percent of the lots in Kate's Cove Subdivision, the Developer shall have a special voting membership by which it shall be entitled to the same number of votes as are collectively held by all of the members of the Association, plus one (1). This special voting membership shall cease after ninety percent of all of the lots in the development of the phases of Kate's Cove Subdivision have been sold by the Developer.

The affairs of the Association shall be managed by its Board of Directors elected in accordance with the by laws of the corporation.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments

The Developer, for each subdivided lot owned by it within the lots, hereby covenants, and each owner of any lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; (2) special purpose annual assessments or charges; (3) special assessments for capital improvements; and (4) special assessments for repairs. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein.

All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due, provided, however, the Developer may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the Kate's Cove development and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. The Developer shall not be assessed for any charges on any acreage which has not been subdivided into lots. All assessments must be levied uniformly against all members of the Association.

6.2 Purposes of Assessments

6.2 (a) Annual General Purpose Assessments. The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the subdivision and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the lots situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, repair and maintenance of streets, roadways, and drainage facilities dedicated to the Association by Developer when such repairs and maintenance are not charged to the abutting owners in accordance with these restrictions and subject to the provisions hereof and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the Developer to establish any common properties.

6.2 (b) Annual Special Purpose Assessments. No annual special purpose assessment may be levied without approval of the membership as set forth herein, however, the Association may levy annual special purpose assessments against lots which abut upon and are served by the street, roadways, or private ways for the purpose of maintaining the same. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

6.2 (c) Special Assessments for Capital Improvements. In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction, or reconstruction, or repair or replacement, of a described

capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the Developer including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of the Developer and the lot owners who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least ten (10) days in advance of the meeting setting forth the purpose of the meeting.

6.2 (d) Special Assessments for Repairs. In addition to the other assessments herein, the Association may levy special assessments at any time as necessary for repair to the common areas including fences, berms, landscaping, streets, storm sewers, lights, main entrance and other areas and improvements for any damage or destruction not the fault of or recoverable from any individual lot owner or third party.

6.3 Basis and Maximum of Annual General and Special Purpose Assessments

6.3 (a) Annual General Purpose Assessments. The annual general purpose assessment shall be \$240.00 per lot. From and after January 1, 1999, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for each succeeding year, and at the end of each such one year (1) period, for additional succeeding periods of one (1) year each. The annual assessment shall be billed annually, unless changed by a vote of the Association.

6.3 (b) Annual Special Purpose Assessments. The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and, likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

6.3 (c) The Board of Directors of the Association after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the assent of the Developer.

6.4 Change in Basis and Maximum of Annual General Purpose of Assessments.

Purpose of Assessments

From and after January 1, 1998, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change

shall have the assent of the Developer, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least ten (10) days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the association is authorized to participate under its Articles of Incorporation and this Declaration.

6.5 Quorum for any Action

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence, at the meeting, of the members, or of proxies, entitled to 20% of the lot owners and the Developer shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting and the Developer, provided that such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

6.6 Date of Commencement of Annual Assessments; Due Dates

The annual general purpose and annual special purpose assessment provided for herein shall commence on the date fixed by the Board of Directors of the Association as the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to such annual assessment as therein before provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

6.7 Duties of the Board of Directors

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least ten (10) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the

Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

6.8 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association

Assessments are to be billed on February 1st. and shall be delinquent on March 2nd.. If the assessments are not paid on the date due, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the delinquency at the rate of 12% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

6.9 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

6.10 Exempt Property

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use;
- (b) All properties which are or which become common properties.

(c) All acreage which is owned by the Developer.

(d) Any lot on which is located the temporary sales office.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

7. GENERAL PROVISIONS

7.1 Duration

The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the owner of any lot subject to this Declaration, the Homeowner's Association formed pursuant to this Declaration, and the respective legal representatives, heirs, successors and assigns of all such persons, firms or corporations, for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owner of two-thirds (2/3) of the lots has been signed and recorded, agreeing to change said covenants and restrictions in whole or part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken.

7.2 Enforcement

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction. Such action shall be either to restrain violation or to recover damages, or both, or shall be an action against the land, to enforce any lien created by the covenants. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter with regard to the same or a different violation.

7.3 Notices

Any notice sent, or required to be sent, to any member or owner under this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of such person who appears as a member or owner on the records of the Developer or Association at the time of mailing.

7.4 Severability

Invalidation of one or a portion of one of these covenants or restrictions by court order shall in no way affect the other provisions, which shall remain in full force and effect.

7.5 Modification

By recording supplemental declaration, the Developer may modify any of the provisions of this Declaration or any supplemental declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The Developer shall make the sole determination of what constitutes a change in the general purposes of these instruments. This Declaration may be amended at any time by a quorum of members of the Homeowner's Association as defined by Section 6.5 herein.

7.6 Additions

Developer may, but shall not be obligated to, develop other lots owned by Developer and subject same to these or other restrictions and covenants. Until such time as additions shall be made, these covenants shall apply to the lots shown on Exhibit A hereto, and only to said lots, and not to any other property of Developer.

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal on the day and year first above written by the officers of the undersigned Developer duly authorized to execute this document.

8. LIMITATION OF LIABILITY

No member of the Architectural Review Committee nor any director of the Homeowner's Association upon its formation shall be liable for any injury or damages arising out of the performance of his duties unless due to the willful misfeasance or malfeasance of said officer or director. Each member of said Architectural Review Committee or director of said Homeowner's Association shall be fully indemnified by the Homeowner's Association upon its formation against all expenses and liabilities, including attorney's fees, arising out of any proceeding to which he may be party by reason of his being or having been such a member or director, except in such cases where willful misfeasance or malfeasance is involved.

9. FHA OR VA COMPLIANCE

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

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

Harvest Properties, Inc., a Georgia Corporation

By: *Deepa D. Datta - Pres.*

Attest: *W. Frederick Long Sec - Treas*

Sworn to and subscribed before me,
this 29 day of January
1998.

Corporate Seal

Chandra Elam
Unofficial Witness

Theodore T. Carellas
Notary Public

THEODORE T. CARELLAS
Notary Public, Chatham County, Ga.
My Commission Expires June 12, 2001

EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known and designated as Kate's Cove, according to a map or plat made by Warren E. Poythress, R.L.S. No. 1953 dated January 20, 1998, recorded in Plat Cabinet B, slide 4B, in the records of the Clerk of Superior Court for 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.

ALSO all those certain lots, tracts or parcels of land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known and designated as Kate's Cove, Phase II, according to a map or plat made by Warren E. Poythress, R.L.S. No. 1953, dated January 15, 1998, recorded in Plat Cabinet B, slide 4C, aforesaid records.

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-KATE'S
COVE SUBDIVISION, PHASE I AND II**

This FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-KATE'S COVE SUBDIVISION, PHASES I AND II (hereinafter the "First Amendment") is made this 19th day of March, 1998, by Harvest properties, Inc., a Georgia corporation (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, on January 29, 1998, that certain Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 458, page 522, in the records of the Clerk of Superior Court for Effingham County, Georgia (hereinafter the "Protective Covenants"), and

WHEREAS, the Developer desires to amend the Protective Covenants as hereinafter set forth,

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the action set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby states as follows:

1. The Developer amends Section 2.1 ("Land Use and Building Type") of the Protective Covenants by adding the following:

In addition to One (1) detached single-family dwelling permitted upon each lot, One (1) detached structure which is not a dwelling shall be permitted upon each lot, but such structure shall be of like construction as the dwelling located on the same lot and shall be approved in advance by the Architectural Review Committee.

2. The Developer amends section 2.32 ("Fences") of the Protective Covenants by adding the

following:

Wood fences will be allowed so long as the style of such fence conforms to that of the dwelling located upon the lot.

- 3 Except as otherwise modified, revised or supplemented herein, the Developer hereby ratifies and confirms the Protective Covenants and incorporates the same by reference herein.

IN WITNESS WHEREOF, the Developer has signed and sealed this First Amendment, effective the day and year first above written.

HARVEST PROPERTIES, INC.,
a Georgia Corporation

By: Larry D. Weddle
Larry D. Weddle, President

Attest: W. Frederick Long
W. Frederick Long,
Secretary/Treasurer

{Corporate Seal}

Signed, sealed and delivered
this 24 day of March, 1998,
in the presence of:

Sherry L. Hodges
Witness

Heinie Waters
Notary Public

474
386

APR 24 PM 3:45

CLERK E.C.C.S.C.

386

Prepared by & Return to:
Godlove & Carellas, LLP
P. O. Box 469
Rincon, GA 31326

STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-
KATE'S COVE SUBDIVISION, PHASE I AND II**

This SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-KATE'S COVE SUBDIVISION, PHASE I AND II (hereinafter the "Second Amendment") is made this 20th day of April, 1998, by Harvest Properties, Inc., a Georgia corporation (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, on January 29, 1998, that certain Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 458, Page 522, in the records of the Clerk of Superior Court for Effingham County, Georgia (hereinafter the "Protective Covenants"), and on March 19, 1998, that certain First Amendment To Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 468, Page 35, aforesaid records.

WHEREAS, the Developer desires to amend the Protective Covenants as hereinafter set forth,

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the action set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby states as follows:

1. The Developer amends Section 2.1 ("Land Use and Building Type") of the Protective Covenants by deleting the following:

In addition to One (1) detached single-family dwelling permitted

upon each lot, One (1) detached structure which is not a dwelling shall be permitted upon each lot, but such structure shall be of like construction as the dwelling located on the same lot and shall be approved in advance by the Architectural Review Committee.

387

2. Except as otherwise modified, revised or supplemented herein, the Developer hereby ratifies and confirms the Protective Covenants and incorporates the same by reference herein.

IN WITNESS WHEREOF, the Developer has signed and sealed this Second Amendment, effective the day and year first above written.

HARVEST PROPERTIES, INC.,
a Georgia Corporation

By: Larry D. Weddle
Larry D. Weddle, President

Attest: W. Frederick Long
W. Frederick Long,
Secretary/Treasurer

[Corporate Seal]

Signed, sealed and delivered
this 20 day of April, 1998,
in the presence of:

Corrina E. Egan
Witness

Theodore T. Carellas
Notary Public



THEODORE T. CARELLAS
Notary Public, Chatham County, Ga.
My Commission Expires June 12, 2001



99 NOV 22 AM 8:13

ELIZABETH Z. MURSEY
CLERK E.C.C.S.C.

RECORD AND RETURN TO:
GODLOVE & CARELLAS, LLP
P.O. BOX 469
SUNCON, GA 31326
STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-
KATE'S COVE SUBDIVISION, PHASE I AND II**

This THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-KATE'S COVE SUBDIVISION, PHASE I AND II, (hereinafter the "Third Amendment") is made this 19 day of November, 1999, by Harvest Properties, Inc., a Georgia Corporation (hereinafter referred to as the "Developer").

WITNESSETH

WHEREAS, on January 29, 1998, that certain Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 458, page 522, in the records of the Clerk of Superior Court for Effingham County, Georgia (hereinafter the "Protective Covenants"), and on March 19, 1998, that certain First Amendment to Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 468, page 35, aforesaid records, and on April 20, 1998, that certain Second Amendment to Declaration of Protective Covenants-Kate's Cove Subdivision, Phase I & II, was executed and recorded at Deed Book 474, page 386, aforesaid records.

WHEREAS the Developer desires to amend the Protective Covenants as hereinafter set forth,

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the action set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby states as follows:

1. The Protective Covenants are hereby amended by adding the following as Section 10. ("Lakes"):

10. Lakes

- A. The lakes located in Kate's Cove Subdivision, Phase I and II as identified on Plats of the Subdivision prepared by Warren E. Poythress, dated January 20, 1998, recorded in Plat Cabinet B, Slide 4-B, and dated January 15, 1998, recorded in Plat Cabinet B, Slide 4-C, respectively, (hereinafter referred to as "the lakes") shall be used by lot owners, their immediate family members and invited guests of lot owners only.
- B. Lot owners are responsible for the safety and well-being of their guests while enjoying recreational and leisure activities use of the lakes.
- C. Fishing is permitted in the lakes; however, no more than 10 fish per person per day in the aggregate may be removed from the lakes, to maintain an appropriate level of fish for all lot owners to enjoy fishing privileges.
- D. In order to control excessive noise and pollution, no outboard motors will be permitted on the lakes. Electrical trolling motors only may be used to power boats operated on the lakes.

9803

E. The Developer may allow such other rules as the Homeowner's Association may reasonably promulgate from time to time to ensure safe and orderly recreational and leisure use of the lakes.

F. If the restrictions set forth herein are violated, the privileges granted herein to the lot owner(s) responsible for such violation may be revoked.

G. No individual private docks are permitted on the lakes; however, the Developer may construct a single dock for the use and enjoyment of the lot owners, their immediate family members and invited guests. The plans and specifications for construction of any such dock will be subject to prior review and approval by the Architectural Review Committee.

I. Irrigation from or out of the lakes shall be prohibited.

2. The Developer amends Section 3.4 ("Wells and Septic Systems") by striking the current Section 3.4 in its entirety and inserting a new Section 3.4 to read as follows:

No wells of any description, whether shallow or deep, and no septic system of any description shall be constructed or maintained on any lot. Each lot owner shall pay all fees for water and sewer service and hookup and shall be required to utilize such water and sewer service.

3. Except as otherwise modified, revised or supplemented herein, the Developer hereby ratifies and confirms the Protective Covenants and incorporates the same by reference herein.

IN WITNESS WHEREOF, the Developer has signed and sealed this Third Amendment, effective the day and year first above written.

HARVEST PROPERTIES, INC.

By: Larry D. Weddle
LARRY D. WEDDLE, PRESIDENT

Attest: W. Frederick Long
W. FREDERICK LONG, SECRETARY

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

Alicia L. Morgan
Witness
Paula A. Dyer
Notary Public, State of Georgia



**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS-
KATE'S COVE SUBDIVISION, PHASE I AND II**

The Developer desires to amend the Protective Covenants regarding the use of chain link fence.

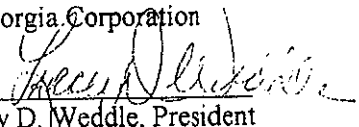
Section 2.32 currently reads - Chain link fences will not be allowed from the rear line of house forward to the street. If chain link fence is used, it must be completely concealed from view from any street by means of landscaping. Chain link fences will not be allowed on corner lots.


The Developer amends Section 2.32 of the Protective Covenants as follows:

Chain link fences will not be allowed except in rare cases, and approved by the Architectural Review Committee, where the fence is on the bluff or cemetery back line.

In witness whereof, the Developer, has signed and sealed this Third Amendment, effective May 10, 2002.

Harvest Properties, Inc.,
a Georgia Corporation


By: 
Larry D. Weddle, President

Attest: 
W. Frederick Long,
Secretary/Treasurer

(Corporate Seal)


Witness

Signed, sealed and delivered
this ____ day of May, 2002,
in the presence of:


Notary Public

Lisa J. Ryan
Notary Public, Effingham County, Georgia
My Commission Expires March 23, 2004

**FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
KATE'S COVE SUBDIVISION, PHASE I AND II**

The Developer desires to amend the Protective Covenants regarding the use of minimum square footage per residence built.

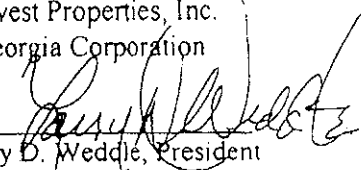
Section 2.21 currently reads - The ground floor of the main structure shall be not less than nineteen hundred (1900) square feet of heated air-conditioned space for a one-story residence, and not less than nineteen hundred (1900) square feet of heated and air-conditioned space for a two-story residence consisting of not less than fourteen hundred (1400) square feet on the ground floor and not less than five hundred (500) square feet on the second floor of a two-story residence, exclusive of garages and other unheated space.

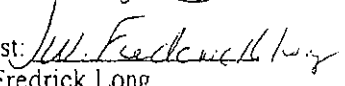
The Developer amends Section 2.21 of the Protective Covenants as follows:

The ground floor of the main structure shall be not less than twenty-one hundred (2100) square feet of heated air-conditioned space for a one-story residence, and not less than twenty-one hundred (2100) square feet for a two-story residence consisting of not less than fourteen hundred (1400) square feet on the ground floor and not less than seven hundred (700) square feet on the second floor of a two-story residence, exclusive of garages and other unheated space.

In witness whereof, the Developer, has signed and sealed this Fifth Amendment, effective May 7, 2003.

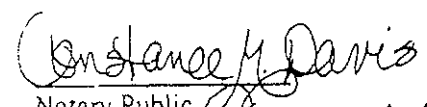
Harvest Properties, Inc.
a Georgia Corporation

By: 
Larry D. Weddle, President

Attest: 
W. Fredrick Long
Secretary/Treasurer


Witness

Signed, sealed and delivered the
8th day of May 2003, in the presence of:


Notary Public
my commission expires 3-12-2007