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After recording, return to:

→ WILLIAM T. LIGON, JR.
1628 Union Street
Brunswick, Georgia 31520

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on

the 1st day of November 2000
at 9:35 o'clock A.m. and recorded

In Book No. 785 Page 21-26

the 1st day of November 2000
[Signature]
Clerk

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**DECLARATION OF PROTECTIVE COVENANTS
FOR WAVERLY FARMS**

THIS DECLARATION OF PROTECTIVE COVENANTS, made as of the 28th day of October, 1999 by JCM TRADING COMPANY, INC. a Georgia Corporation, JACK'S FISH CITY, INC., a Georgia Corporation, and RIRO, INC., a Georgia Corporation (hereinafter collectively referred to as "Declarant") for WAVERLY FARMS pursuant to a Plat, dated the 29th day of September, 1999 prepared by Atlantic Survey Professionals, recorded in Plat Drawer 13, Map No. 14, records of Camden County, Georgia (hereinafter referred to as the "Plat"),

WITNESSETH

WHEREAS, Declarant is the owner all of those certain lots, tracts or parcels of land lying and being in Camden County, Georgia as more fully described according to the Plat.

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

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Farms, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Farms of Waverly Farms. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from the date of this instrument, at which time such covenants shall be extended as provided in paragraph 13 of these protective covenants.

1. *Land Use and Building Type.* Subject to these restrictions, no Farm shall be used except for residential, and non commercial agricultural purposes. Except as provided herein, no building shall be erected, altered, placed or permitted to remain on any Farm or subdivided Farm other than one detached single-family dwelling unit and guest quarters. However, barns, sheds, and garages, are permitted.

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2. *Dwelling, Quality and Size.* All dwellings shall be of quality workmanship and materials. The main structure shall be not less than sixteen hundred (1600) square feet heated and air conditional space. The exterior of all residences and other structures must be completed within 1 year of the commencement of construction.

3. *Exterior Finishes.* Exterior finish materials for dwelling units shall be of high quality and durable material, such as wood, brick, stucco or high grade vinyl siding. No metal-clad siding, asphalt, asbestos, or rolling siding will be permitted on the exterior of any building. T-1-11, reverse board, and batten or similar type sheet siding shall not be allowed.

4. *Building Location.* No building shall be located on any Farm nearer to the front line of the Farm or nearer to the side easement or street line than the minimum building set-back lines of the Camden County Zoning Ordinance as it pertains to this Waverly Farms. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Farm to encroach upon another Farm.

5. *Modular or Prefabricated Housing.* No trailers, mobile homes or manufactured homes may be used or maintained on the premises.

6. *Easements.* Easements for installation and maintenance of utilities are reserved as shown on the Plat. Additionally, The Declarant reserves a perpetual easement in, on, over, and under all utility easements shown on said plat and which may exist on the property, and in, on, over and under a strip of land ten feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each Farm, 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 drainage and other utilities therein. This reservation shall not be construed as an obligation of the Declarant to provide and maintain any such activity or service. The Declarant reserves an easement 10 feet in with along dam branch to keep the branch open and flowing.

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

All existing ditches and drainages shall remain open. The Declarant reserves for the farm owners association an easement 5 foot on either side of existing ditches to keep them open and flowing.

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7. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Farm, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Waverly Farms. No trash or rubbish may be dumped on any Farm within the Waverly Farms.

8. *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 Farm, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Farm. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Farm. However, nothing contained herein shall prevent a Farm owner from digging ponds on a Farm.

9. *Subdivision of Farms.* Farms may be subdivided, however the minimum Farm size of any Farm shall not be less than 10 acres.

10. *Livestock and Poultry.* Chickens, Turkeys and other fowl may not be raised as part of any commercial operation on any farm. No more than one hog per 5 acres, 2 goats per 5 acres, and 1 horse or 1 cow per acre shall maintained on a Farm. All other livestock shall be kept within the generally accepted ratio of livestock to acreage. Farm owners shall keep their animals on their respective Farms. Any housing or enclosure used by such animals shall be well drained, free from the accumulation of animal excrement and objectionable odors and otherwise clean and sanitary to the extent that it will not injure the health, safety or comfort of other Farm owners.

11. *Garbage and Refuse Disposal.* No farm shall be used or maintained as a dumping ground for rubbish, trash, old automobiles, or junk of any kind. Trash, garbage or other waste shall be kept in sanitary containers with lids. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Except when required to be placed adjacent to a street or easement for pickup all trash containers shall be kept from public view and from the view of any street and adjoining Farms.

12. *Maintenance of Property and Roads.* (a) Each Farm owner shall keep his or her respective Farm and all improvements thereon in good appearance and repair, free of debris. (b) The Farm Owners Association shall maintain the roads shown on the plat and the existing drainages and culverts.

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

14. *Farm Owners Association*

(a) *Membership.* Every person or entity who is the record owner of a fee or an undivided interest in any Farm in Waverly Farms shall automatically be, and shall be required to become, a

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member of the Farm Owners Associations, a non-profit Georgia Corporation organized and operated for the benefit of owners of real property in the Waverly Farms. Membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association (which are of record in the Office of the Secretary of State of the State of Georgia) and the By-Laws, to which reference is hereby made for all purposes. No owner shall have more than one (1) membership, per Farm. Membership shall be appurtenant to and may not be separated from the fee ownership of any Farm which is subject to assessment by the Association. Ownership of such Farm is and shall be the sole qualification for membership in the Association.

(b) *Voting Rights.* There shall be one vote per farm (or subdivision thereof as stated in paragraph 9 of these Protective Covenants, for example if a farm is subdivided into two farms each farm shall have one (1) vote) Provided that until the Developer has sold ninety percent (90%) of the acreage in Waverly Farms, or any additional phases the Developer shall be entitled to the same number of votes, as are collectively held by all of the members of the association plus one. This special voting membership shall cease after ninety percent of all the acreage in Waverly Farms or any additional Phase(s) Declarant may elect to develop have been sold by Declarant or when relinquished by the Declarant.

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

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

i. The right of the Association to dedicate or transfer all or any part of the Common Properties to Camden County, Georgia or any public agency, authority or utility which may be agreed to by a majority or the members;

ii. The right of the Association to levy and assess fees and assessments against each Farm (except unsold Farms owned by the Developer which are exempt from any and all assessments);

iii. The right of the Association to suspend the voting rights and the rights to use any Common Properties for any period during which any assessment shall remain unpaid or delinquent;

(e) *Allocation of Assessments.* Each farm or subdivision thereof shall be allocated an equal share of the common expenses.

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

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

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

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

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

(c) The Declarant, for itself and for its successors and assigns, makes no representation or warranty as to the operation, management or use by any purchaser of any Farm in said Waverly Farms.

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

18. *Abandonment of Easement on Estate 8B.* That 60 foot easement as shown on the Plat from the northerly line of Waverly Farms Road across Estate 8B to the Northwesternly line of Estate 8A is hereby abandoned. The Owners of Farms in Waverly Farms shall not have the right to use said 60 foot easement.

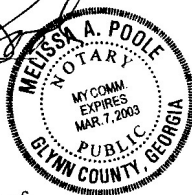
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

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Executed in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
[NOTARY SEAL]



JMC TRADING COMPANY, INC.

By: [Signature]
Its _____

Executed in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
[NOTARY SEAL]



JACK'S FISH CITY, INC.

By: [Signature]
Its _____

Executed in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
[NOTARY SEAL]



RIRO, INC.

By: [Signature]
Its _____

RECORDED NOV 1 2000

DEPUTY CLERK SUPERIOR COURT

CAMDEN COUNTY, GEORGIA

[Signature]