

Please return to:
Kinney & Kinney, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558

STATE OF GEORGIA

COUNTY OF CAMDEN

DECLARATION OF COVENANTS AND RESTRICTIONS
BLUE LAKE SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and published this ____ day of _____, 2021, by Blue Lake, LLC, a Georgia limited liability company, hereinafter referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of all that land described on the attached Exhibit "A"; and

WHEREAS, the Declarant has subdivided the said Property so as to create 17 individual residential Tracts and the Declarant intends to further subdivide some of such Tracts to create additional Tracts; and

WHEREAS, it is to the best interest, benefit and advantage of the Declarant and to each and every person who shall hereafter purchase any of the Tracts, that certain covenants of the Tracts and Property be established;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the Tracts, and any additional Tracts the Declarant may subject to these covenants, the undersigned Declarant does hereby set up, establish and declare the following covenants and restrictions to apply to all of the said Property and to all persons owning any of said lots hereafter.

1. DEFINITIONS

(a) "Association" shall mean and refer to Blue Lake Subdivision Homeowners Association, Inc., a Georgia corporation, its successors and assigns.

(b) "Board" and "Board of Directors" shall mean the board of directors of the Association.

(c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(d) "Roadways" shall mean the 60' access easement labeled Private Road (60" Easement) lying to the southeast of Oakwell Road and shown on the plat referenced in the attached Exhibit "A."

(e) "Tract" shall mean and refer to any plot of land shown any recorded subdivision plat of the Property.

(f) "Declarant" shall mean and refer to Blue Lake, LLC, a Georgia limited liability company, so long as it is the owner of any Tract, and thereafter, its designated successors and assigns, if such successors and assigns should acquire more than one undeveloped Tract from the Declarant for the purpose of development.

(g) "Property" shall mean the land referred to in Exhibit "A" together with any other property annexed and thereto under the provisions of this declaration.

2. USE OF LOTS

The premises may be used only for single-family residences, and the attendant amenities or for agricultural purposes as allowed by applicable zoning. No pond created on any Tract shall exceed 2 acres in size. One Tract, as shown on the referenced plat or any subsequent plat recorded by Declarant, shall be the minimum building area upon which family residences may be constructed, although more than one Tract may be utilized as a single building plot. It is the intention of Declarant to further subdivide some Tracts by the subsequent recordation of a plat or plats.

3. TEMPORARY STRUCTURES PROHIBITED

No mobile home, tent, modular metal home, trailer or temporary building of any kind shall be placed on any Tract, either temporarily or permanently, except for the use of a temporary construction shed or trailer during the period of actual construction of any structure on the Tract. Nothing in this paragraph shall be construed to prevent the erection or location of storage sheds, barns, or other permanent covered structures that are not used as a primary residence. A Tract Owner shall be allowed to stay in a recreational vehicle on a Tract for no more than 10 months to allow the completion of a home during active construction.

4. SIGNS

No sign of any character shall be displayed or placed upon any Tract except "for rent" or "for sale" signs, referring only to the premises on which displayed and not to exceed six square feet in size and one sign to a Tract.

5. COMMERCIAL LIVESTOCK

No commercial livestock feedlots or poultry houses shall be kept or maintained on any of the Property.

6. CLEANLINESS AND NOISE

No clotheslines or drying yards shall be erected or maintained on any of the Property in view of a road or easement at any time. Garbage receptacles shall be within hidden service courts, in complete conformity with sanitary rules and regulations. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Owner's Tract. No noxious or offensive activity shall be carried on upon any portion of the Property, nor

shall any act be done thereon which creates an annoyance or nuisance to the remaining Owners of the other Tracts, including noise from animals or other sources.

7. MAINTENANCE

All of the individual Tracts and improvements located on each Tract shall be maintained in a structurally sound condition by the respective owners.

8. EASEMENTS

There is hereby granted a blanket easement upon, across, over and that portion of the Property shown as easements or referenced on any recorded subdivision plat of the Property.

9. OWNERS' EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Roadways which shall be appurtenant to and shall pass with the title to every Tract, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments for the maintenance of the Roadways, as set forth below;
- (b) the right of the Association to suspend the voting rights and right to use of the Roadways by an Owner for any period during which any assessment against such Owner's Tract remains unpaid;
- (c) the right of the Declarant or the Association to dedicate or transfer all or any part of the Roadways to any public agency, authority, or utility for such purposes.

Any Owner causing damage to the Roadways shall be responsible for repair of the Roadways to their condition prior to such damage. It shall be the responsibility of any such Owner to document the Roadway condition prior to work being started on his or her Tract and to document the completed repair. Activities that may require such repair and documentation include but are not limited to: home construction, site preparation and clearing, pond construction, forestry activities and timber harvesting.

10. DELEGATION OF USE

Any Owner may delegate, in accordance with the bylaws of the Association, such Owner's right of enjoyment to the Roadways and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on the Property.

11. MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract which is subject to assessment. All Owners shall be entitled to one vote for each Tract owned, except for Declarant, which shall be entitled to the number of votes to which all Owners are entitled, plus one vote. When more than one person holds an interest in any Tract, all such persons shall be members of the Association. The vote for such Tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract except for the votes cast by the Declarant.

12. COVENANT FOR MAINTENANCE ASSESSMENT

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned within the Property, hereby covenants, and each Owner of any Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title, provided such successors in title obtain a written statement from the secretary or any other officer of the Association that the assessments for such Tract are current as of the date of transfer of title. Tracts 2, 13, 14, 15, 16, and 17 shall not be required to pay annual or special assessments.

(b) Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Roadways and any entryway or gate established on the Roadways by the Declarant or the Association.

(c) Maximum Annual Assessments. The maximum initial annual assessment shall be \$500.00 per Tract. Such assessment shall not be charged to Tracts 2, 13, 14, 15, 16 and 17, or to the Declarant; provided, however, that Declarant shall reimburse the Association for any shortfall in assessments necessary to maintain the Roadways so long as Declarant owns at least one Tract. The maximum yearly assessment may be increased by the Association each year not more than 20% above the maximum yearly assessment for the previous year without a vote of the membership. The maximum yearly assessment may be increased above 20% by a vote of a majority of the Members who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and may provide for quarterly or semiannual payments of such assessments.

(d) Notice and Quorum for any Action Authorized Under Paragraph (c). Written notice of any meeting called for the purpose of taking any action authorized under paragraph (c) above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the authorized votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(e) Uniform Rate of Assessment. Assessments must be fixed at a uniform rate for all Tracts except as provided in paragraph (c) above.

(f) Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence on the first day of the month following the conveyance on the first Tract by the Declarant; assessments for each Tract sold by Declarant shall be prorated for that portion of the year that the respective Tract will be owned by a new Owner. Until such date of commencement, the Declarant will be totally

responsible for the maintenance of the Roadways. The Board of Directors shall fix the amount of the annual assessment against each Tract for subsequent calendar years not later than December 1 of each year. Written notice of changes in the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a Tract is binding upon the Association as of the date of its issuance.

(g) Effect of Nonpayment of Assessments; Remedies of the Association. All assessments shall be promptly paid when they become due and in the event of the Owner's failure to pay promptly when due, such failure shall constitute a lien upon the individual Tract and may be enforced in the same manner as liens are enforced under the Georgia Property Owners' Association Act, O.C.G.A. §§44-3-20 et seq, as amended. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Roadways or abandonment of his Tract.

(h) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

13. DURATION; TERMINATION; AMENDMENT

The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any Owner of any Tract subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This Declaration shall be automatically renewed and extended beyond said period for successive additional 20-year periods unless, within two years prior to the expiration of the initial 20-year period or any such subsequent period, at least 51% of the persons owning Tracts shall execute and record in the office of the Clerk of Superior Court of Camden County, Georgia, a document pursuant to O.C.G.A. §44-5-60 terminating this Declaration.

This Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Tract in the Property. Thereafter, this Declaration may be extended, amended, cancelled, or annulled at any time by the Owners of 70% of the Tracts of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by Declarant or such Owners, whichever is appropriate under this paragraph, which shall state the terms of such action.

14. ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action to enforce any covenant or restriction therein, the prevailing party shall be entitled to recover attorney's fees and costs against the other party.

15. SEVERABILITY

Should any covenant, restriction, or provision contained herein be declared void, invalid, illegal, or unenforceable by any court having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby to be severable and which shall remain in full force and effect.

16. JURISDICTION

These covenants and restrictions shall be governed by the laws of the State of Georgia, and each Owner agrees to submit to the jurisdiction of the Camden County Superior Court as to any claim or controversy that might arise hereunder.

IN WITNESS WHEREOF, the Declarant has hereunto set the hand and affixed seal of its duly authorized agent on the year and day first above written.

Blue Lake, LLC,
a Georgia limited liability company

By: _____ (SEAL)
Its Manager and Member

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

By: _____ (SEAL)
Its Manager and Member

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

By: _____ (SEAL)
Its Manager and Member

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Approved and consented to by:

Waycross Bank & Trust

By: _____ (SEAL)
Its _____

Attest: _____ (SEAL)
Its _____

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

EXHIBIT "A" - PROPERTY

All that lot, tract, or parcel of land lying and being in the 1606th G.M. District, Camden County, Georgia, more particularly described as follows:

All of the Estate Subdivision at the Request of Blue Lake LLC, as more fully and accurately shown and described on that certain plat of survey by Matthew M. Jordan, Georgia Registered Land Surveyor No. 3011, dated January 8, 2020, recorded in Plat Book 2020, Page 40, Camden County, Georgia, records.