



HOA and ARB Rules and Restrictions

- ◆ HOA fees cover maintenance and repair of roads, easements and the front gates, which are also known as the “common areas”.
- ◆ When building your house, it must be 200 feet from the front roadway and 150 feet from the side and back property lines.
- ◆ All house plans must be submitted and approved by the ARB (Architectural Review Board).
- ◆ All houses (including garages and barns), must have earth tone color schemes (eg: Tan, Gray and Green), and guest houses should contain a minimum of 350 square feet of heating and air-conditioning.
- ◆ All houses must be constructed on the property and attached to a cement foundation. RVs are permitted while construction is ongoing.
- ◆ All fencing along the road front of every tract must be approved and cannot contain barbed or wired fencing.
- ◆ Hunting on your own land is permitted as long as it is in accordance with state laws.
- ◆ No more than one hoofed animal per fenced acre, Rabbits and Chickens (no more than 20), No animal (domestic or other) should cause harm or nuisance to neighbors.
- ◆ Tracts shall remain in an orderly appearance and shall be free of excessive trash, junk, or dismantled vehicles.

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Wendy White
Clerk

AMENDMENT ONE TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OKEFENOKEE CLUB

THIS DECLARATION, is made this 15th day of January, 2013, by FOLKSTON PROPERTIES LLC, a Georgia limited liability company, hereinafter referred to as "FPLLC",

WITNESSETH:

WHEREAS, FPLLC is the owner of Okefenokee Club, a single-family agricultural development located adjacent to Spanish Creek Road, Folkston, Charlton County, Georgia [as evidenced by the site plan attached hereto as Exhibit "A" (the "Site Plan"); and as more particularly described in the legal description attached hereto as Exhibit "B" (collectively the "Development"); and

WHEREAS, FPLLC desires to subject the real property of the Development (the "Land") to the provisions of this Declaration;

NOW, THEREFORE, FPLLC hereby declares that all of the Land shall be held, conveyed, hypothecated, occupied and improved subject to the reservations, easements, restrictions, covenants and conditions contained in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitude enforceable by FPLLC and the Association (defined herein below).

ARTICLE I

Definitions

1.1 "Association" shall mean and refer to Okefenokee Club Owners Association, Inc. A Georgia corporation not-for-profit, its successors and assigns.

1.2 "Committee" shall have the meaning ascribed to it in Section 6.1 hereof.

1.3 "Common Area" shall mean the personal and real property either owned in fee simple by, or under the governance of, the Association, for the common use and enjoyment of the Owners. At the date of the filing of this Declaration, the Association does not own in fee simple any real or personal property. The Common Area to be governed by the Association shall consist of all access, bridle, utility, drainage, and entranceway easements, as are more particularly depicted on the Site Plan, and as are more particularly described and addressed in a Declaration of Easements to be recorded simultaneously herewith in the public records of Charlton County, Georgia.

1.4 "Development" shall mean and refer to the single-family agricultural development known as Okefenokee Club, as depicted on the Site Plan and as more particularly described in the attached Exhibit B.

1.5 "Institutional Lender" means a financial institution or other business entity authorized and routinely engaged in business as lender in residential and/or commercial mortgage loan transactions.

1.6 "Land" shall mean and refer to the real property of the Development depicted on

the Site Plan, as more particularly described in the legal description attached hereto as Exhibit "B"

1.7 "Tract" shall mean and refer to the parcel as shown on the Site Plan or any future subdivision as permitted per Item 6.3 (J).

1.8 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Tract, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article VI, also shall mean and refer to any tenant, business invitee or guest of an Owner or occupant of an Owner's property. For purposes of Article III, when more than one person or entity are co-owners of a Tract, each shall be a Member of the Association, but the single vote for such Tract shall be exercised by a natural person designated in the manner provided in the Association's Bylaws.

1.9 "Site Plan" shall mean and refer to the Site Plan of the Development attached hereto as Exhibit "A."

1.10 "FPLLC" shall mean and refer to Folkston Properties, LLC., a Georgia limited liability company, and any successor or assign to whom FPLLC shall specifically transfer or assign its rights under this Declaration. The conveyance of Tracts by FPLLC, absent specific transfer or assignment of FPLLC's rights under this Declaration, shall not be deemed to convey, transfer or assign such rights.

ARTICLE II

Owners' Rights in Common Areas

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 promulgate reasonable rules and regulations respecting use and enjoyment of the Common Area or any portions thereof in accordance with the provisions of the Association's Bylaws.

(B) The right of the Association to charge reasonable fees for the maintenance, repair and operation of the Common Area in accordance with the provisions of the Association's Bylaws.

(C) The right of the Association to suspend the right to the use of the Common Area, other than the roads, by an Owner for any period during which any assessment against that Owner's Tract, remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.

(D) The right of the Association to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, electric, water, sewer, gas, cable television and telephone utilities.

(E) The right of the Association to dedicate or transfer all or any portion of the Common Area owned in fee simple by the Association to any public agency,

authority or utility for the purposes set forth in paragraph (d) above and subject to such conditions as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's Bylaws respecting the same, and so as not to materially adversely affect an Owner. The right of the Association to dedicate or transfer all or portions of the Common Area owned in fee simple by the Association granted in this paragraph (E) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Area provided in paragraph (D) above.

(F) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area owned in fee simple by the Association; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of FPLLC or any Owner or the holder of any mortgage, irrespective of when executed, given by FPLLC or Owner encumbering any Tract.

ARTICLE III

Association Membership and Voting Rights

3.1 Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a Tract.

3.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Tract owned. When more than one person holds an interest in a Tract, all such persons shall be members but the vote for such Tract shall be exercised by one of their number, and in no event shall more than one vote be cast with respect to any Tract.

Class B. The Class B member shall be FPLLC, who shall be entitled to one (1) vote, plus three (3) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A members. The Class B membership shall cease (i) three (3) months after ninety percent (90%) of the Tracts have been sold to Class A members, or (ii) upon the voluntary or involuntary dissolution of the Association (and prior to any distribution of the assets thereof), whichever first occurs.

ARTICLE IV

Covenant for Common Area Improvement and Maintenance and for Assessments

4.1 Creation of the Obligation for Assessments.
FPLLC for each Tract owned by FPLLC, hereby covenants, and each Owner of any Tract, by

acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the annual assessments and any special assessments levied in accordance with the provisions of the Association's Bylaws, and (b) specific assessments against any particular Tract which are established pursuant to the terms of Article V of this Declaration. All such assessments, together with interest, costs and reasonable attorney's fees will 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 also shall be the personal obligation of the Owner of such Tract at the time the assessment fell due. Each Owner shall be liable for his portion of each assessment coming due while he is the Owner of a Tract, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

4.2 **Purpose of Assessments.** The annual and any special assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the Common Area,

4.3 **Computation of Assessments and Determination of Date for Payment Thereof.** The amount of the annual assessments and of any special assessments levied upon each Tract and the dates at which the same are to be paid shall be determined as provided in the Association's Bylaws.

4.4 **Lien for Assessments; Attachment and Priority.** All sums assessed against a Tract pursuant to this Article, together with interest, costs and reasonable attorney's fees as provided herein, shall be secured by a lien on such Tract in favor of the Association. The lien for annual assessments shall attach as of 12:01 A.M. on January 1st of the year for which each such assessment is made. The lien for special assessments and specific assessments shall attach upon the recording of a Notice of Assessment thereof in the public records of Charlton County, Georgia, setting forth the amount of the lien and a description of the Tract or Tracts encumbered thereby.

Such lien shall be superior to all other liens and encumbrances (exclusive of easements) on such Tract, except only for:

- (a) Liens for ad valorem taxes or other governmental liens given priority by federal or state statute; and
- (b) The liens for sums unpaid on (i) a first mortgage in favor of an Institutional Lender, (ii) any other mortgages in favor of the holder of such first mortgage, or (iii) any mortgage to FPLLC, which has been recorded in the public records of Charlton County, Georgia, prior to the attachment of such assessment lien, and the purchaser at a sale in foreclosure of any such mortgages or any such mortgage that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attached subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

All other persons acquiring liens or encumbrances on any Tract after this Declaration is recorded in the public records of Charlton County, Georgia, shall be deemed to consent that such liens or

encumbrances shall be inferior to any existing or future liens for assessments as provided herein, whether or not prior consent and agreement to subordination be specifically set forth in the instrument creating such lien or encumbrance.

4.5 Effect of Nonpayment of Assessment; Remedies to the Association.
Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by applicable law, from the date that payment of such assessment is due until the date of payment thereof. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Tract which such assessment was made. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Tract.

4.6 Limitation Upon Assessments. Notwithstanding the provisions hereinabove and the provisions of the Association's Bylaws respecting annual assessments, special assessments and the determination of the amounts thereof, FPLLC specifically covenants and agrees, and each Owner of any Tract, by acceptance of the land therefore, is deemed to have covenanted and agreed with FPLLC that there shall be no annual and special assessments for the calendar year 2013 and 2014, and that FPLLC shall be obliged to pay the Association's expenses for such calendar year. The Owners (and FPLLC, if still an owner of any Tracts) shall share in the expenses of the Association as herein provided and in the Association's Bylaws. The obligations of FPLLC hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments of the Owners.

ARTICLE V

Covenant for Continued Maintenance

of Entranceway and Roads in the Development

The entranceway and roads in the Development as shown on the Site Plan are a portion of the Common Area required to be repaired and maintained by the Association. FPLLC for each Tract owned by FPLLC, hereby covenants, and each Owner of any Tract by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain said entranceway and roads by payment of such assessments for this purpose as provided by Article IV hereof. Such assessments shall be subject to all of the terms and conditions set forth in Article IV hereof.

ARTICLE VI

Development and Use Restrictions and Obligations

6.1 Tract Development; Site and Structure Design Approval.

The Committee shall consist, initially, of Brian E. Brown, R. Lee Smith, and Sara Carpenter. Mr. Smith shall be the initial Chairman of the Committee. Communications to the Committee shall be addressed to Mr. Smith at 9995 Gate Parkway North Suite 330, Jacksonville FL 32246. The Board of Directors of the Association shall have the right at any time and from time to time to remove any member or to designate additional or successor members to the Committee, provided that any change in the membership of the Committee shall be effective only upon executing and recording of a notice evidencing such change, setting forth the names of all persons who are to be members of the Committee on and after the effective date

of such notice and executed and acknowledged by the President of the Association. The Committee shall, in no instance, be comprised of less than three (3) persons, none of whom shall be required to own property in the Development. The requirement of written approval by the Committee shall be conclusively deemed satisfied by letter or other written instrument (other than a deed) specifically reflecting such approval executed and acknowledged by one or more of the members of record of the Committee as of the date of acknowledgement. The death or incompetency of any member of the Committee shall terminate membership on the Committee and rights and authority vested in the Committee shall be exercised by the remaining member or members thereof until such time as a successor is appointed in accordance with the provisions of this paragraph.

The Committee may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by the Chairman of the Committee. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Tract and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from FPLLC, the Association or the Committee as contemplated by this Article VI, neither FPLLC, the Association or the Committee shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by FPLLC, the Association or the Committee.

6.2 **Tract Development; Restrictions and Limitations.** The development of and the construction or maintenance of any improvement on each Tract shall be subject to the following restrictions and limitations:

(A) The exterior of the accessory buildings shall be designed to conform with the general design of the principal residential building, and accessory buildings shall be located in such manner with respect to the principal residential building that the same will present an attractive and harmonious appearance. Any and all buildings and structures must maintain "earth tone" exterior schemes unless otherwise approved in writing by the committee.

Pre-fabricated, component type or partially constructed type of homes, included log homes, shall be permitted, provided plans for such homes are approved by the Committee, the unit(s) is/are constructed to meet Georgia building codes. Prefabricated or component-type homes shall have siding approved by the ARB, which shall include wood, metal, stucco, hardi-board or EIFS materials and a roof pitch of 7/12 or more with at least two varying roof lines (example: a gable).

(B) An accessory building or barn, with guest quarters, including a kitchen, may be constructed on a Tract prior to, during or after the construction of the principal residential building thereon. Each such guest quarters shall contain a minimum of three hundred fifty (350) square feet.

(C) The use of recreational vehicles as a temporary residential facility is permitted.

(D) No part of any building, structure, wall or swimming pool shall be constructed nearer than two hundred (200) feet from the front property line, nor nearer than one hundred fifty (150) feet from a side or rear property line, except that when any two or more adjacent Tracts are held in one ownership and a residence is built thereon in compliance with the other restrictions set forth herein, in such cases, such set back requirements may be ignored and the actual boundaries of ownership used in lieu thereof and thereafter such ownership shall be thereafter considered as one Tract for the purpose of the restriction. For any Owner of a Tract abutting a Common Area, all such setbacks referred to in this paragraph (E) shall be measured from the border of the Common Area interior to the Tract.

(E) All fencing or cross-fencing along the road frontage of every tract must be approved by the Committee. Barbed is prohibited along front line of each tract as well as 200' down each side from the front line. All fencing by Owners of Tracts abutting a Common Area shall be installed up to, but not in or on, the Common Area.

(F) No stationary wire, clothes line, clothes racks, or similar objects shall be placed, erected or permitted to remain on the exterior portion of any Tract without the prior written approval of the Committee. For aesthetic reasons, no antennae tower shall be permitted on any Tract without exception.

(G) Construction of all buildings shall be in accordance with the standards of Charlton County, Georgia, as shall exist on the date of construction.

(H) Until public sewer lines are available to a Tract, if at all, every Owner (after FPLLC) of a Tract, upon commencement of construction on such Tract, must install and maintain at the sole cost and expense of the Owner, one or more septic tanks and associated drain fields and equipment for sanitary sewage service for all improvements constructed upon such Tract. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal or roadway. The location of all septic tanks and drain fields shall be subject to the review and approval by the Committee and any authority, division or agency of government as required by and in accordance with applicable code, statute, ordinance, law or regulation.

(I) Until public water lines are available to a Tract, if at all, every Owner (after FPLLC) of a Tract, upon commencement of construction on such Tract, must install and maintain at the sole cost and expense of the Owner, one or more wells and associated equipment for potable water service for all improvements constructed upon such Tract.

(J) All culverts shall be of such size, shape and design so as to enhance the appearance of the driveway entry.

(K) No mineral excavations shall be permitted upon any Tract.

(L) Hunting shall be allowed on any Tract in accordance to the laws of the state of Georgia. No permanent hunting stands will be erected or installed within 150 feet of a

property line.

(M) Outside Lighting can detract from the rural atmosphere at the Development. Spotlights, area lights similar to street lights, lights on trees, and all lights, other than porch lights or motion sensitive security lights that are automatically operated, shall be turned off by 11:00 p.m. each evening. No outdoor lights other than porch lights or motion sensitive security lights shall be installed without prior approval of the Committee.

6.3 **Tract Use; Restrictions, Limitations and Obligations.** The use of each Tract shall be subject to the following restrictions, limitations and obligations:

- (A) Each Tract shall be occupied and used for single-family residential/agricultural purposes.
- (B) No noxious or offensive activity shall be conducted or allowed to be conducted or exist on any Tract and nothing shall be done or allowed to exist thereon, which may be or may become an annoyance or nuisance to others.
- (C) No commercial signs of any kind will be permitted on any Tract except temporary architect and general building contractor's site identification signs identifying the owner's trade name and legal name, which shall be not more than twenty-five (25) square feet, shall be approved by the Committee as to size, content and design and shall not be placed on any Tract less than twenty (20) feet from the property line. Under no circumstances shall any sign be nailed to trees.
- (D) Each Tract shall provide garbage and trash containers and shall not accumulate any garbage or trash on any Tract except in such containers. If at anytime the Committee shall determine a central or several designated point(s) of collection of trash shall be beneficial to the Development for reasons of avoidance of deterioration to the internal roads by the refuse collection agency, or otherwise, each Owner agrees to use such designated point(s) and no others. Trash must be stored out of public view and in a location that will not be offensive to other Owners.
- (E) All motor vehicles, belonging to the Owner of the Tract, shall be parked on the Owner's Tract in accordance with this Declaration and no on-street parking shall be permitted.
- (F) No abandoned junk or dismantled motorcycle, boat, trailer camper, travel trailer, recreational vehicle, or other powered or unpowered vehicle, including any private passenger vehicle may be parked or maintained on any Tract unless wholly contained within an enclosed storage or garage facility. No commercial vehicle of any kind operated by a business invitee providing services to the premises shall be permitted to remain on any Tract beyond the time necessary to provide the services contemplated. Notwithstanding the foregoing, there shall be permitted to be kept such farm equipment, trucks, and trailers as may be required for farming, provided same is kept orderly, clean and as out of sight as reasonably possible except during its use.
- (G) Beginning from the date of purchase, each Tract Owner shall maintain his premises and all improvements thereon in a clean, neat and attractive condition, shall keep his property free of accumulation of junk, trash, abandoned vehicles, used construction materials, equipment or other unsightly objects and shall not permit any natural or artificial feature on any Tract to become

obnoxious, overgrown or unsightly. If in the judgment of the Committee, an Owner fails to maintain improvements on a Tract, permits accumulation of trash or junk or permits any lawn, fence, hedge, tree or landscaping feature to become obnoxious, overgrown, unsightly, or unreasonably high, the Association shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature, to remove such accumulation of junk or trash or to effect necessary repair and maintenance to the premises with the cost thereof to be billed as a specific assessment enforceable pursuant to the terms of Article VII of this Declaration.

- (H) No more than 1 hoofed animal (bovine, equine, and caprinae) shall be kept or maintained on any Tract for each acre of property under fence on the Tract, (ii) chickens and rabbits (not exceeding 20 in the aggregate), and (iii) conventional household pets (dogs, cats, birds or fish), and then only in such number as not to constitute a hazard, nuisance, or annoyance to the other residents of the Development. Notwithstanding the immediately preceding sentence, in the event that any animal(s) should prove to be a nuisance or annoyance to the other residents of the Development (e.g., by reason of noise or otherwise, such as crowing roosters, barking dogs etc.), the Owner of such animal(s) shall remove such animal(s) diligently upon request of the Association. All animals permitted to be maintained on any Tract shall be kept contained on and within the Owner's property and shall be permitted in street rights-of-way or common areas only when under restraint.
- (I) No Owner, his family, employees or social and business invitees shall make use of any Tract in a manner which violates any laws, ordinances or regulations of any governmental authority having jurisdiction over the area or results in noxious or offensive activity or which is or may become a nuisance, source of embarrassment, discomfort or annoyance to other residents of the Development.
- (J) Any subdivision of a Tract shall not create a Tract less than 19 acres in size. Access to any further subdivision of a Tract as depicted in Exhibit A is the responsibility of the Grantor.
- (K) No Owner, tenant or occupant shall burn his property without first notifying adjoining tract Owners as well as Georgia forestry service as required by law and must take prudent precautions against the spread of fire.
- (L) At such time mail delivery becomes a necessity for any owner residing in the development, the association will designate a central mail location at the entrance of the property for tract owners to receive mail. At this point in time it will be up to the committee to determine the style, type, and appearance of the mailboxes and may charge up to a maximum \$50.00 assessment per tract owner requiring such mailbox.

ARTICLE VII

Enforcement

In the event any Owner or agent of such Owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles IV, V and VI of this Declaration or in rules and regulations promulgated under authority of this Declaration by the Association, the Association shall have the right, but not the obligation, to (a) suspend the right to use of the Common Area, other than the roads, by that Owner, the Owner's family and guests during the period such violation or breach

continues, (b) proceed at law or in equity to prevent the violation or breach and to compel compliance with the requirements of such Articles or rules and regulations, or (c) enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, if, after ten (10) days' written notice of such violation to the Owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative and failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

The authority to abate or remove an existing violation shall include, as respects a violation of an Owner's representation and covenant to complete improvements within a specified time, the right to remove or to complete improvements undertaken but not diligently prosecuted by the Owner,

In the event any Owner believes such a violation or breach by any other property Owner or agent of such Owner exists and desires to secure an abatement of such violation or breach, such Owner shall first notify the Association to exercise the rights of enforcement hereinabove granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such Owner, individually, or jointly or severally with other Owners of Tracts shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending Owner. In the event the Association elects to enter upon an individual Tract where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual cost to the Association of such action shall be payable by the Owner of such Tract to the Association upon demand and shall constitute a specific assessment enforceable in accordance with the provisions of Article IV of this Declaration.

All costs and expenses, including reasonable attorney's fee, incurred by the Association or a Tract Owner or Owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles IV, V and VI or the rules and regulations promulgated under authority of this Declaration shall be borne by the Tract Owner adjudged in violation thereof, provided, however, that neither an institutional mortgagee that acquires a Tract by foreclosure or deed in lieu of foreclosure, nor the purchaser at a judicial, clerk or tax sale shall become liable for costs, expenses or attorney's fees in any action to abate or remedy a violation arising or existing prior to its acquisition of the Tract.

ARTICLE VIII

Amendments

8.1 Amendment by FPLLC. Notwithstanding anything to the contrary contained in this Declaration, FPLLC reserves unto itself, its successors and assigns for so long as FPLLC is the Owner of any undeveloped Tract the sole right to:

- (A) Amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions set forth herein;

- (B) Amend this Declaration so as to modify or add restrictions and limitations respecting the development and use of Tracts, including, without limitation, modification of set-back restrictions for particular Tracts, so long as such amendment shall conform to the general purposes and standards set forth herein;
 - (C) Amend this Declaration for the purposes of designating additional Common Area, provided that such property is (i) owned by FPLLC, and (ii) is or becomes a portion of the property subject to this Declaration at the time such amendment is recorded, or
 - (D) Amend or alter this Declaration or any part hereof in any other respect with the consent of two-thirds (2/3) of the Owners other than FPLLC.
 - (E) Remove unsold land and/or covenants and restrictions from unsold land within the Development.
- 8.2 **Amendment by Owners.** Subject to the limitations set forth in Sections 8.3 and 8.4 below, this Declaration may be amended by instrument executed by two-thirds (2/3) of the Owners and recorded among the public records of Duval County, Florida, a copy of which shall be furnished to the Association.
- 8.3 **Mortgagee's Rights Preserved.** No amendment to this Declaration shall affect the lien of the holder of any mortgage lien of record prior to such amendment without such mortgagee's express written consent thereto, and, to the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect absent such consent.
- 8.4 **Limitation on Amendment.** No amendment to this Declaration which modifies or purports to modify or affect in any way the rights, duties and/or obligations of FPLLC granted or reserved hereunder, or which, in the reasonable judgment of FPLLC, adversely affects any other portion, phase or aspect of the development of Okefenokee Club shall be permitted without the express written consent of FPLLC, and to the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of no force and effect absent such consent.

ARTICLE IX

Reservations By FPLLC

- 9.1 **Reservations for Development and Sale.** Notwithstanding any provisions to the contrary contained in this Declaration, the Association's Bylaws, or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's Bylaws, it shall be expressly permissible for FPLLC and for any public utility, private utility service company or residential construction contractor authorized by FPLLC so to do, to maintain and carry on upon such portion of the Common Area or Tract owned by FPLLC as Owner, as FPLLC may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the Tracts, including, but without limitation, business offices, material storage sites, signs and sales offices.

There is hereby specifically reserved to FPLLC an easement for ingress, egress and use of the Common Area for the purposes herein expressed, which easement and right shall continue to exist in FPLLC so long as FPLLC is the Owner of any unimproved Tract in the Development.

9.2 Reservation of Right to Assign Rights. FPLLC shall have the right at any time to

assign any rights it may have under this Declaration to such other person or entity as it shall reasonably elect. No such assignment shall require the written consent of any Owner or of the Association and, in the event any such is assigned, the Assignee shall assume all obligations of FPLLC so assigned, and FPLLC, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE X

Effect of Declaration: Duration

This Declaration, as amended and supplemented from time to time as provided herein, shall, subject to the provisions hereof, be deemed to be covenants running with title to the property subject hereto and any part thereof and shall remain in full force and effect until January 1, 2030, and thereafter this Declaration shall be automatically extended for successive periods of ten (10) years each, unless during the six-month period preceding the end of such original term or of any such successive ten-year period, a written agreement, signed and acknowledged by no less than two-thirds (2/3) of the Owners, changing, modifying, waiving or extinguishing any of the covenants, restrictions, reservations and easements provided for herein as to all or any part of the property is recorded in the public records of Charlton County, Georgia.

IN WITNESS WHEREOF, the undersigned has hereunto duly set his hand and seal the day and year first above written.

Folkston Properties, LLC

By: [Signature]

R. Lee Smith

Managing Member

President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of January, 2013 by R. Lee Smith as manager of Folkston Properties, LLC., a Florida limited liability corporation, on behalf of the company, whi (check one) ☒ is personally known to me or ☐ has produced _____ as identification and who did/did not take an oath.

[Signature]



Print Name: Brian E. Brown

Notary Public, State and County aforesaid

My commission expires: May 5th, 2013

**AMENDMENT TWO TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OKEFENOKEE CLUB**

STATE OF GEORGIA
Charlton Superior Court
Filed November 30, 2015
8:35 A.M.
Recorded November 30, 2015
Deed Book 175 Page 804-80
Wendy Whitaker
Clerk

THIS DECLARATION, is made this 23rd day of September, 2015, by **FOLKSTON PROPERTIES LLC**, a Georgia limited liability company, hereinafter referred to as "FPLLC",

WITNESSETH:

WHEREAS, FPLLC is the owner of Okefenokee Club, a single-family agricultural development located adjacent to Spanish Creek Road, Folkston, Charlton County, Georgia [as evidenced by the site plan attached hereto as Exhibit "A" (the "Site Plan"); and as more particularly described in the legal description attached hereto as Exhibit "B" (collectively the "Development"); and

WHEREAS, article 6.2 paragraph A has a scrivener's error showing a roof pitch of 7/12 or more which should have read 3/12 or more.

WHEREAS under article VIII section 8.1 FPLLC reserves unto itself the sole right to amend the declaration so as to modify or add restrictions and limitations.

WHEREAS, FPLLC desires to subject the real property of the Development (the "Land") to the provisions of this Declaration;

NOW, THEREFORE, FPLLC hereby declares that all of the Land shall be held, conveyed, hypothecated, occupied and improved subject to the reservations, easements, restrictions, covenants and conditions contained in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitude enforceable by FPLLC and the Association (defined herein below).

ARTICLE VI

Section 6.2 paragraph A is amended to correct a scrivener's error on the roof pitch of 7/12 which should have been 3/12 and reads as follows:

6.2 Tract Development; Restrictions and Limitations. The development of and the construction or maintenance of any improvement on each Tract shall be subject to the following restrictions and limitations:

(A) The exterior of the accessory buildings shall be designed to conform with the general design of the principal residential building, and accessory buildings shall be located in such manner with respect to the principal residential building that the same will present an attractive and harmonious appearance. Any and all buildings and structures must maintain "earth tone" exterior schemes unless otherwise approved in writing by the committee.

Pre-fabricated, component type or partially constructed type of homes, included log homes, shall be permitted, provided plans for such homes are approved by the Committee, the unit(s) is/are constructed to meet Georgia building codes. Prefabricated or component-type homes shall have siding approved by the ARB, which shall include wood, metal, stucco, hardi-board or EIFS materials and a roof pitch of 3/12 or more with

at least two varying roof lines (example: a gable).

IN WITNESS WHEREOF, the undersigned as hereunto duly set his hand and seal the day and year first above written.

Folkston Properties LLC

By: 

R. Lee Smith

Managing Member

President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of September, 2015 by _____ as manager of Folkston Properties, LLC, a Florida Limited Liability Corporation, on behalf of the company, which (Check One) / is personally known to me or produced identification and who did/did not take an oath.


Print Name: Sara Carpenter

Notary Public, State and County aforesaid

My Commission Expires: 1-12-2019



Return To: 9995 Gate Parkway North Suite 330
Jacksonville FL 32246
Attn: Folkston Properties LLC

STATE OF GEORGIA
Charlton Superior Court

Filed June 27, 2018

9:21 A M.

Deed Book 189 Page 463-464

Wendy Whitaker Lee
Clerk

**SUPPLEMENTAL DECLARATION AND DE-ANNEXATION
of
OKEFENOKEE CLUB OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION is made this 27th day of June, 2018, by
Folkston Properties, LLC, (the "Declarant").

RECITALS

- A. Pursuant to the 8.1(e) of that certain Okefenokee Club Declaration of Covenants, Conditions and Restrictions dated November 7, 2011, recorded in Deed Book 158, page 330, Charlton County, Georgia, records ("Declaration"), Declarant is authorized to remove unsold land from the covenants, conditions and restrictions of the Declaration.
- B. The Declaration was amended in Record Book 163 Page 753, Charlton County, Georgia, records (Amendment".
- C. Declarant desires to remove the property described in Exhibit A from the Declaration and the Amendment.

NOW THEREFORE in consideration of the premises, the Declarant hereby declares:

The property described in Exhibit A shall be removed from the Declaration and Amendment and shall be free and clear of any right, duties, or obligation created by the Declaration and Amendment.

DECLARANT:

FOLKSTON PROPERTIES, LLC

[Signature] (SEAL)
BY
ITS

Signed, sealed and delivered in
The presence of:

[Signature]
Witness

[Signature]
Notary Public



MARK E. HARDENBROOK P.S.M.

Professional Surveyor and Mapper

Fla. Cert. No. 5500

Member Florida Land Surveyors Council

(352) - 473 - 8523

(904) - 964 - 5777

(904) - 282 - 3136

1656 NE 161st Street
Starke, Florida 32091

May 30, 2018

Job No: H-07-113-SOUTH TRACT 5-2018

DESCRIPTION: South Tract (1595.5 Acres More or less)

A Tract of land being all of Land Lot 58 in the Tenth Land District; All of Land Lots 24 and 25 and a portion of Land Lots 13 and 14 in the First Land District; Charlton County, Georgia; Said tract being more particularly described as follows:

Commence at a concrete monument at the Northwest Corner of Land Lot 1 in said First Land District and run S 14 deg 37 min 45 sec W, along the west line of said Lot 1, a distance of 1603.38 feet to a concrete monument; thence run S 14 deg 45 min 49 sec W, along said west line and along the west line of said Land Lot 13, a distance of 3825.32 feet to an Iron Rod; thence continue S 14 deg 45 min 49 sec W, along said west line, 1977.22 feet to an Iron Rod; thence continue S 14 deg 45 min 49 sec W, along said west line, 1000.0 feet to an Iron Rod at the southwesterly corner of lands described in Deed Book 163 on page 770 in the office of the Clerk of Superior Court of said County and the Point of Beginning; thence continue S 14 deg 45 min 9 sec W, along said west line, 829.46 feet to an Iron Pipe at the southwest corner of said Land Lot 13 and the northwest corner of said Land Lot 14; thence run S 15 deg 15 min 32 sec W, along the west line of said Land Lot 14, a distance of 1975.71 to a concrete monument and the northeast corner of said Land Lot 58; thence run westerly, along the north line of said Land Lot 58, a distance of 2566 feet more or less, to the northwesterly corner thereof; thence run Southerly along the west line of said Land Lot 58, a distance of 4626 feet more or less to the southwesterly corner thereof; thence run Easterly along the south line of said Land Lot 58, a distance of 1475 feet more or less to the southeasterly corner thereof and a point on the west line of said Land Lot 25; thence run S 14 deg 42 min 40 sec W, along said west line, 2605 feet more or less to a concrete monument at the southwest corner thereof; thence run Southeasterly along the southerly line of said Land Lot 25 and along the southerly line of Land Lot 24, a distance of 9237 feet more or less to the southeasterly corner of said Lot 24; thence run Northeasterly along the east line of said Land Lot 24, a distance of 4672 feet more or less to a concrete monument at the Northeasterly corner thereof; thence run northwesterly along the northerly line of said Land Lot 24, a distance of 4650 feet more or less to a concrete monument at the northwesterly corner thereof and the southeasterly corner of said Land Lot 14; thence run N 17 deg 53 min 36 sec E, along the easterly line of said Land Lot 14, a distance of 866.50 feet; thence run N 16 deg 55 min 36 sec E, along said east line; 421.82 feet; thence leave said east line and run WEST, 1132.14 feet more or less to the centerline of a 50 foot Easement For Ingress, Egress and Utilities; thence run northerly along said centerline with the following courses and distances: thence run S 75 deg 14 min 12 sec E, along the south line of said lands, 2413.83 feet to the centerline of a 50 foot Easement For Ingress, Egress and Utilities; N 02 deg 41 min 20 sec W, 1681.52 feet; N 02 deg 23 min 55 sec W, 811.23; N 05 deg 04 min 16 sec E, 767.25; N 02 deg 02 min 25 sec E, 501.66 feet; N 01 deg 48 min 36 sec E, 892.29 feet to the Southeast corner of said Deed Book 163 on page 770; thence leave said centerline and run N 75 deg 14 min 11 sec W, along the south line of said lands, 2144.49 feet to the Point of Beginning.

(Con't. on page 2)
(Con't. from page 1)

LESS and EXCEPT:

(DEED BOOK 46 – PAGE 471)

All that tract of land lying and being partially within Land Lot 23 and partially within Land Lot 24 of the First Land District of Charlton County, Georgia, more particularly described with reference to that certain plat dated November 20, 1993 as recorded in Charlton County Superior Court in Folkston, Georgia in Plat Book D, Page 251. Said tract containing 15.2 acres more or less according to said plat.

(DEED BOOK 118 – PAGE 732)

All that tract of land lying and being partially within Land Lot 23 and partially within Land Lot 24 of the First Land District of Charlton County, Georgia, Said Tract being a portion of that property known as the Georgia-Florida Investment Tract 5 identified as 2nd Lottery Lands 47 Acre Tract, conveyed by Georgia-Florida Investment Company to Union Bag Corporation by deed recorded in Deed Book 4, Pages 326-328 and Plat Book A, Page 54 in the office of the Clerk of Superior Court of Charlton County, Georgia, being further identified as that parcel located within corners 75 to 85 on said Plat.

SUBJECT TO and TOGETHER WITH:

50' ROAD EASEMENT: CLUB ROAD

An Easement for Ingress, Egress and Utilities situated in Land Lot's 1, 2, and 13 in the First Land District; Charlton County, Georgia; Said Easement Lying 25 feet left of and 25 feet right of the centerline of an Existing Access Road; Said centerline being described as follows:

Commence at a concrete monument at the Northwest Corner of Land Lot 1 in said First Land District and run S 14 deg 37 min 45 sec W, along the west line of said Lot 1, a distance of 1603.38 feet to a concrete monument; thence run S 14 deg 45 min 49 sec W, along said west line and along the west line of said Land Lot 13, a distance of 3825.32 feet to an Iron Rod; thence leave said west line and run N 81 deg 40 min 44 sec E, 1339.73 feet to an Iron Rod; thence run S 82 deg 25 min 06 sec E, 494.87 feet to an Iron Rod in the centerline of an existing access road and the Point of Beginning of said 50' Easement; thence run Northerly, Easterly and Southeasterly along said centerline with the following distances and courses: N 11-19-56 E, 1080.10 feet; N 6-42-22 W, 754.64 feet; N 87-30-44 E, 203.69 feet; S 40-45-10 E, 420.16 feet; N 59-38-21 E, 148.68 feet; N 74-43-4 E, 587.01 feet; N 43-43-10 E, 275.24 feet; S 66-55-6 E, 327.00 feet; S 83-45-2 E, 324.87 feet; S 63-21-34 E, 1334.49 feet; East, 247.74 feet; S 58-17-43 E, 285.99 feet; S 31-56-58 E, 359.48 feet; S 72-10-19 E, 404.29 feet; N 83-25-22 E, 115.78 feet; S 52-40-15 E, 211.41 feet; S 78-54-51 E, 229.91 feet; S 33-28-22 E, 296.78 feet; S 74-57-34 E, 1090.24 feet; S 35-13-2 E, 606.03 feet; S 65-4-20 E, 209.77' ± to the westerly Right of way line of Spanish Creek Road; thence return to the above described Point of Beginning and run Southerly and along said centerline with the following five courses and distances: (1) S 14 deg 27 min 11 sec W, 407.19 feet to an Iron Rod; (2) S 06 deg 52 min 51 sec W, 221.75 feet to an Iron Rod; (3) S 16 deg 25 min 06 sec W, 324.04 feet to an Iron Rod; (4) S 07 deg 26 min 34 sec W, 208.68 feet to an Iron Rod; (5) S 00 deg 01 min 06 sec E, 1454.82 feet to an Iron Rod and the End of said Easement.

50' ROAD EASEMENT: CLUB ROAD EXTENSION SOUTH AND WEST

An Easement for Ingress, Egress and Utilities situated in Land Lot's 13, and 14 in the First Land District; Charlton County, Georgia; Said Easement Lying 25 feet left of and 25 feet right of the following centerline and more particularly described as follows:

Commence at a concrete monument at the Northwest Corner of Land Lot 1 in said First Land District and run S 14 deg 37 min 45 sec W, along the west line of said Lot 1, a distance of 1603.38 feet to a concrete monument; thence run S 14 deg 45 min 49 sec W, along said west line and along the west line of said Land Lot 13, a distance of 3825.32 feet to an Iron Rod; thence leave said west line and run N 81 deg 40 min 44 sec E, 1339.73 feet to an Iron Rod; thence run S 82 deg 25 min 06 sec E, 494.87 feet to an Iron Rod in the centerline of an existing 50' Road

Easement; run Southerly and along said centerline with the following five courses and distances: (1) S 14 deg 27 min 11 sec W, 407.19 feet to an Iron Rod; (2) S 06 deg 52 min 51 sec W, 221.75 feet to an Iron Rod; (Con't. on Page 3)

(Con't. from Page 2)

CLUB ROAD EXTENSION SOUTH AND WEST

(3) S 16 deg 25 min 06 sec W, 324.04 feet to an Iron Rod; (4) S 07 deg 26 min 34 sec W, 208.68 feet to an Iron Rod; (5) S 00 deg 01 min 06 sec E, 1454.82 feet to an Iron Rod and the Point of Beginning: thence continue Southerly along said centerline with the following courses and distances: S 00 deg 18 min 40 sec E, 1035.63 feet to an Iron Rod; S 01 deg 48 min 36 sec W, 892.29 feet to an Iron Rod hereafter referred to as Point "A"; S 02 deg 02 min 25 sec W, 501.66 feet to an Iron Rod; S 05 deg 04 min 16 sec W, 767.25 feet to an Iron Rod; S 02 deg 23 min 55 sec E, 811.23 feet to an Iron Rod; S 02 deg 41 min 20 sec E, 1681.52 feet to an Iron Rod and the End of said Easement; Commence at a concrete monument at the Northwest Corner of Land Lot 1 in said First Land District and run S 14 deg 37 min 45 sec W, along the west line of said Lot 1, a distance of 1603.38 feet to a concrete monument; thence run S 14 deg 45 min 49 sec W, along said west line and along the west line of said Land Lot 13, a distance of 3825.32 feet to an Iron Rod; thence leave said west line and run N 81 deg 40 min 44 sec E, 1339.73 feet to an Iron Rod; thence run S 82 deg 25 min 06 sec E, 494.87 feet to an Iron Rod in the centerline of an existing 50' Road Easement; run Southerly and along said centerline with the following five courses and distances: (1) S 14 deg 27 min 11 sec W, 407.19 feet to an Iron Rod; (2) S 06 deg 52 min 51 sec W, 221.75 feet to an Iron Rod; (3) S 16 deg 25 min 06 sec W, 324.04 feet to an Iron Rod; (4) S 07 deg 26 min 34 sec W, 208.68 feet to an Iron Rod; (5) S 00 deg 01 min 06 sec E, 1454.82 feet to an Iron Rod and the Point of Beginning: thence continue Southerly along said centerline with the following courses and distances: S 00 deg 18 min 40 sec E, 1035.63 feet to an Iron Rod; S 01 deg 48 min 36 sec W, 892.29 feet to an Iron Rod hereafter referred to as Point "A"; S 02 deg 02 min 25 sec W, 501.66 feet to an Iron Rod; S 05 deg 04 min 16 sec W, 767.25 feet to an Iron Rod; S 02 deg 23 min 55 sec E, 811.23 feet to an Iron Rod; S 02 deg 41 min 20 sec E, 1681.52 feet to an Iron Rod; thence return to the above described Point "A" and run N 75 deg 04 min 43 sec W, 2614.14 feet to an Iron Rod on the West line of said Land Lot 14 and the End of said Easement.

