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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 23<sup>rd</sup> day of Nov, 2004

614462

1095 577

RETURN RECORDED DOCUMENT TO:  
WHELCHER, BROWN, READDICK & BUNGARTNER  
504 BEACHVIEW DRIVE, SUITE 3-D  
ST. SIMONS ISLAND, GEORGIA 31522

at 10:30 o'clock A.M. and recorded  
in Book No. 1095 Page 577-589  
the 23<sup>rd</sup> day of Nov, 2004  
*[Signature]*  
DCSC

STATE OF GEORGIA

CAMDEN COUNTY

**DECLARATION OF PROTECTIVE COVENANTS FOR TUSCAN LANDING  
SUBDIVISION CREATED PURSUANT TO THE PLAT KNOWN AS TUSCAN  
LANDING RECORDED IN PLAT DRAWER 18, MAP NUMBERS 1 THROUGH  
10 IN THE SUPERIOR COURT DEED RECORDS OF CAMDEN COUNTY,  
GEORGIA**

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS the undersigned  
WATERFRONT GROUP GEORGIA, LLC, a Georgia Limited Liability Company  
(hereinafter referred to as "Developer") is the owner of those certain lots (the "Lots")  
located in Tuscan Landing (the "Subdivision"), a subdivision created as referenced  
hereinabove.

WHEREAS, the Developer desires to establish uniform standards of development quality  
and to provide for the effective preservation of the appearance, value and amenities of the  
Property, which will benefit all owners of Lots within the Property (the "Owners") and, to  
this end, desires to subject the Property to the conditions, limitations, and restrictions  
hereinafter set forth.

NOW, THEREFORE, the Developer declares that the Property is and shall be held,  
transferred, sold, conveyed and occupied subject to the following protective covenants,  
conditions, and limitations, all of which shall be construed as and deemed as covenants  
running with the land and shall be binding on and inure to the benefit of all parties having  
a right, title, or interest in the Property, as well as their heirs, successors, and assigns, to-  
wit:

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS, THERETO  
DELETIONS THEREFROM**

1. Legal Description. The real property which presently is and shall be held, transferred,  
sold, conveyed and occupied subject to this Declaration is located in Camden County,  
Georgia, and is described in the Plat of Tuscan Landing, as recorded in Plat Drawer 18,  
Map numbers 1 through 10, in the Superior Court of Camden County, Georgia. This  
Declaration shall not apply to any other property owned by Developer or any other



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person or entity, unless expressly made subject to this Declaration pursuant to Section 2 of this Article I hereof.

2. Additions to Property. Upon the approval in writing of the Association (as defined in Article IV below) the owner of any property who desires to subject it to this Declaration, or, for so long as the Developer still owns any Lots within the Property, the Developer, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Superior Court of Camden County, Georgia, and if the additional property is located in a county other than Camden County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Superior Court of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association or the Developer shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

3. Withdrawals of Property. The Association or, for such time as the Developer owns any Lots within the Property, the Developer, may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Superior Court of Camden County, Georgia, and if the property is located in a county other than Camden County, the Supplementary Declaration shall also be filed in the Superior Court of that county.

4. Platting and Subdivision of the Property. The Developer shall be entitled at any time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

5. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be

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appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

## ARTICLE II

### GENERAL

#### I. Exclusive Residential Use and Improvements.

A. All Lots in the Property shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories, or 40 feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the Lot. Any out building will be in conformity to the standards set herein with regards to appearance, application to the Camden County Building Department, submission of plans, and all other provisions herein not including size limitations

No structure shall be erected unless the lot owner has provided a complete set of plans, as specified herein and as further specified by the County, to the Camden County Building Department for approval and has actually received approval from the County.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be permitted to construct and maintain on any two Lots a structure and related facilities designed and used as a construction field office and/or a sales office.

D. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

E. No dwellings shall be erected containing less than two thousand two hundred (2,200) square feet of living (heated) area, exclusive of porches, garages, and basements. Mother-in law apartment/home is allowed but shall have a minimum size of one thousand (1,000) square feet of heated area, and shall be architecturally similar, on the exterior, to the main dwelling.

The 40 acre tract shown on the subdivision plat as Tract A may be subdivided into lots with a minimum lot size of 5 acres. Tract A and any subdivided lots of Tract A shall be subject to these covenants and restrictions.



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The island shown on the subdivision plat as Island may be subdivided into lots with a minimum lot size of 4 acres. The Island has the further restriction that any dwellings which shall be erected shall contain a minimum of one thousand five hundred (1,500) square feet of living (heated) area, exclusive of porches, garages, and basements. Mother-in law apartment/home is allowed but shall have a minimum size of six hundred (600) square feet of heated area, and shall be architecturally similar, on the exterior, to the main dwelling. The Island and any subdivided lots of the Island shall be subject to these covenants and restrictions.

In the event that Camden County amends its maximum building site requirements, Camden County building site restrictions shall prevail over these covenants, provided that, Camden County building site requirements are greater than the minimum site requirements contained in these covenants.

### F. BUILDING REQUIREMENTS:

F.1. ROOF PITCH. The front roof pitch on any residence shall not be less than 5 x 12.

F.2. DRIVEWAYS. All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance.

F.3. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

F.4. FOUNDATIONS. All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed, or split block.

F.5. STYLE. All homes are to be of traditional southern styling. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be of Georgian type architecture and not unusual or unique.

F.6. CHIMNEYS. No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

F.7. HVAC EQUIPMENT. Outside air-conditioning units may not be located in the front yard or any required side yard on corner lots.



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F.8. WINDOWS. Wood frame, aluminum clad or painted aluminum windows will be used exclusively on the sides, front, and rear of the dwellings constructed.

F.9. CONCRETE BLOCKS. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show from the exterior of any building.

F.10. SIDING. No vertical siding shall be used on the construction of any dwelling. No vinyl or aluminum siding is to be used on exterior of buildings.

F.11. CONSTRUCTION OF IMPROVEMENTS. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

F.11. CONSTRUCTION VEHICLES. All vehicles used to transport heavy, bulky, or oversized materials (including, but not limited to, concrete trucks, cranes, and large deliveries of lumber) to a construction site within the subdivision shall utilize only the construction entrance at the end of Le Vento Lane. Access by any other road shall subject the lot owner which is benefited by the violation to special assessments for repair of any damage caused.

G. PLAN REQUIREMENTS: The plans shall include but not be limited to the following.

G.1. SITE PLANS. Plans must show house location as it relates to property line; setback lines

G.1.a. Drawn to a scale no less than 1"=20'0"

G.1.b. Plan to show all sidewalks, driveways, patio, decks, fencing (see section 4). Fences and hedges elevation of proposed finished floor and approximate existing grade.

G.2. FOUNDATION PLAN. Plans must show type and details of footing to be used.

G.2.a. To be at a scale no less than 1/4"=1'0"

G.2.b. Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.



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(g).2.c. NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structure Engineer, showing details of design.

G.3. FLOOR PLAN. Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

G.3.a. Plans are to be drawn at a minimum scale of  $\frac{1}{4}''=1'0''$

G.4. ELEVATIONS. Plans shall show all exterior elevations indicating the type and color of finish materials

G.4.a. Plans are to be drawn at a minimum scale of  $\frac{1}{4}''=1'0''$

G.4.b. Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated F.I.R.M. flood elevation.

G.5. BUILDING SECTIONS AND DETAILS. The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than  $\frac{1}{2}''=1'0''$

G.6. WALL SECTION. This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section (f).1. roof pitch), type and color of exterior finish materials, all hurricane anchor attachments and general construction design intent for each project.

G.6.a. Plan to be at a minimum scale of  $1''=1'0''$

G.7. ELECTRICAL PLAN. Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section (f).9. exterior lighting).

G.7.a. Electrical plan to be drawn at a minimum scale of  $\frac{1}{4}''=1'0''$

H. All plans for construction must be stamped. All contractors must be licensed and insured.

2. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.



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3. Landscaping. Upon the completion of a residence, all front yards will be landscaped with solid sod. The rear and side yards may be sprigged, seeded, or solid sod.

4. Fences and Hedges.

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street corners that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

D. OFF-STREET PARKING.

The owner of each lot or lots, comprising a building site, shall provide an off-the-street parking area on his lot for his own vehicles and at least two additional vehicles.

5. Use Restrictions.

A. CUTTING OF LARGE TREES.

No living hardwood tree having a diameter greater than 14 inches measured six feet from the ground, may be cut on any of the lots in said subdivision without the written consent of the homeowner's association except such trees as shall be growing within ten (10) feet of the residence to be erected thereon.

B. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Except as allowed by zoning and then horses for recreational use only.

C. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

E. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.



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F. No pre-fabricated, modular, or mobile homes are allowed.

G. No clotheslines of any kind will be permitted.

H. No further subdividing of existing lots, except Tract A and the Island as specified in these covenants and restrictions.

I. All residences are to be of natural colors, which means earth tones and/or white.

J. Certain lots in the subdivision are serviced by a community septic system and shall have individual bills for utilization of the septic system. Those lots serviced by the community septic system shall not exempt themselves from utilizing the septic system. All lots serviced by the community septic system shall be liable for special assessments for failing to maintain the community septic system or may have their access to the community septic system denied. Only the following lots shall be served by the community septic system: 1, 24, 27, 28, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 92, 93, 99, 100, 101, 102, 109, 160, 162.

6. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures. Except as otherwise permitted in Article III, (1) (C), no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

8. Signs. The Declarant reserves the right to erect any signs in Tuscan Landing. Signs may be erected by individual Lot owners but must meet the following criteria:

- A. Signs must be neat, clean and made of metal or wood material only.
- B. Signs must measure in size between one (1) foot by one (1) foot to three (3) feet by three (3) feet in size.
- C. Signs must be of tan or beige color for the background of the sign with the border of the sign in black.
- D. Lettering for the sign must be black in color and said lettering must be professional in appearance.





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- E. Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree.
- F. Only one (1) "For Sale" or "For Rent" or similar sign for the sale or rent of a property may be placed on a lot at any given time.
- G. Builders may erect a sign only during construction of the home and said sign must follow the above criteria.
- H. Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- I. Declarant is not required to follow the above criteria when placing signage within Tuscan Landing.

Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the Tuscan Landing Property Owners Association. No "For Sale" signs may be erected on any Lot until election of Tuscan Landing Property Owners Association.

9. MAILBOXES. Mailboxes must be installed on wood, brick, stone or stucco in a workmanlike manner, at the driveway entrance and shall be, if not encased in brick, stone or stucco, a traditional mailbox design and color. Installation must be performed to the specifications of the Waverly Postmaster (Marion Butler, 912- 729-5603). Mailboxes must be a minimum of eleven (11) inches in height, ten (10) inches wide and twenty-two (22) inches deep. Mailboxes constructed of plastic are prohibited.

10. Storage of Vehicles, Boats, Trailers etc. No disabled, dismantled, non-operating, wrecked or junk vehicles will be stored on any Lot, including the storage area. No travel trailers, tractor-trailer trucks, panel vans or other commercial trucks in excess of a one-ton classification shall be parked or stored on any Lot; an area for long-term storage will be provided.

11. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted.

12. Enforcement. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned Developer or any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies in this



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paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

13. Protective Covenants running with the Land. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the lots, it is agreed to terminate or change same in whole or part. It shall be lawful for the Developer and Lot Owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate these covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein for past or future violations of these covenants and restrictions.

14. Alteration. These covenants and restrictions may be altered only with the consent of a majority vote of Lot Owners or, for so long as Developer owns any Lot or Lots, agreement of the Developer.

15. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner.

16. Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nonetheless remain in full force and effect. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

17. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Georgia.

18. Captions. The captions and titles of the various Articles and Sanctions in this Declaration are for convenience of references only, and in no way define, limit or describe the scope or intent of this Declaration.

19. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

20. Effective Date. This Declaration shall become effective upon its recordation in the office of the Superior Court of Camden County, Georgia.



ARTICLE IV  
OWNER'S ASSOCIATION

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1. Definitions.

(a) The Articles of Incorporation: The Articles of Incorporation of the Tuscan Landing Homeowners Association, Inc., a nonprofit corporation.

(b) The Association: The Tuscan Landing Homeowners Association, Inc., its successors and assigns.

(c) The By-Laws: The By-Laws of the Tuscan Landing Homeowners Association, Inc.

(d) Member: A person or other entity who is a record owner of any Lot.

(e) Member's Property: The real estate described as "the Property" in the recitals to this Declaration.

(f) Common Areas: Those portions of the Property which are of common use and benefit to all Owners and are not subject to annual and special assessments of the Association, such areas to include, without limitation, the entry way to the Property, all street lighting now or hereafter installed on the Property, any and all easements granted or to be granted for the common benefit of the Owners. Other areas as may be designated "Common Areas" by the Developer or the Association.

2. Entry Way. The Developer has constructed an entryway which is located at the entrance to the subdivision. The entry way cannot be altered or changed in any way. For the benefit of the Association, The Homeowner's Association reserves an easement on that portion of the Property upon which the entry way is constructed (as shown on the subdivision plat filed with respect to the Property) in order to maintain the entry way. Said entryway, together with any streetlights which may hereafter be installed on the Property, constitute part of the Common Areas of the Property.

3. Operation of the Association. The voting rights of Members, the election of officers and directors, and all other aspects of operation of the Association, including but not limited to Developer's rights regarding the same, shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Association.

4. Lien for Dues and Assessments.

A. Each Lot Owner shall be a Member of the Association; provided, that if any Lot is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters. The rights of membership in the Association are subject to the payment of annual assessments and charges. The obligation of such assessments and



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charges is imposed against each Lot and is a lien upon the Member's Property against which such assessment or charge is made, which in substance is as follows:

B. All Member's Property except for the Common Areas shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and charges together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Member's Property against which each such assessment or charge is made. All Member's Property shall be held, transferred, sold, conveyed, sued, leased, occupied, mortgaged and otherwise encumbered subject to all the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws applicable to Member's Property including, but not limited to, the continuing lien herein described.

C. Upon delivery of a deed to a Lot or Lots within the Property, each Owner shall pay an assessment of \$600.00 per Lot for maintenance of the entry way, landscaping of Common Areas, and other uses as determined by the Association. An annual \$600.00 assessment shall be due and payable to the Association in two payments. The first payment of \$300.00 due on January 1 of each year, the second payment of \$300.00 due on July 1 of each year; each said amount being delinquent if not paid by the 31st day of the month due. All assessments so collected by the Association shall be placed in an interest-bearing account established by the Association. Collection of assessments, maintenance of Common Areas and landscaping shall be the sole responsibility of the Association.

D. The Association may, in its discretion increase or decrease the amount of the annual assessment described in paragraph C above, or impose assessments in addition to the annual assessment to defray costs incurred by the Association. Any special assessments so imposed shall have the same force and effect as the annual assessment and shall constitute a continuing lien on the Lots to secure payment thereof.

E. Each Member, by acceptance of a deed or other conveyance to a Lot within Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments, special assessments and charges, such assessments to be fixed, established and collected from time to time as determined by the Association. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall be the personal obligation of the person or persons who is or are the Owner of any one or more Lots within such Member's Property at the time when the assessment fell due.

F. The assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Members, maintaining, operating, and repairing of the Common Areas, repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials, and supervision thereof, for other purposes beneficial to the Members as determined by the Association and for the purpose of carrying out the functions,



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purposes, responsibilities and duties of the Association. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services.

G. The assessments applicable to Lots shall be set by the Board of Directors of the Association.

H. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Member's Lot. No Member shall waive or otherwise escape liability for the assessments provided for in the Declaration or in the By-Laws by non-use of the Common Areas or other areas to which assessments are applied or abandonment of the Member's Property owned by such Member.

I. The lien of any assessment or charge authorized by the Declaration or the By-Laws with respect to Member's Property is subordinate to the lien of any bona fide mortgage on such Member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding, or a proceeding in lieu of foreclosure, or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time he is the owner of such property. The Board of Directors may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quit claim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such Member's Property coming due during the period while the same is or may be held by a mortgage or mortgagees pursuant to such sale or transfer.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the day and year first above written.

WATERFRONT GROUP GEORGIA, LLC

By: [Signature] (SEAL)  
Agent

Signed, sealed and delivered in the presence of:

[Signature]  
w/And  
[Signature]  
w/And

RECORDED NOV 23 2004 [Signature]  
DEPUTY CLERK SUPERIOR COURT GARDEN COUNTY, GEORGIA

WATERFRONT GROUP GEORGIA  
G. FAYE COX  
Notary Public  
STATE OF GEORGIA  
My Comm. Exp. 5/21/06

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 21<sup>st</sup> day of May, 2005  
at 9:30 o'clock a.m. and recorded  
in Book No. 1136 Page 301-302  
the 21<sup>st</sup> day of May, 2005

*Jambury Blair*  
DCSC

005186

RETURN RECORDED DOCUMENT TO:  
Wheichel & McQuigg, LLC  
504 Beachview Drive, Suite 3-D  
St. Simons Island, Georgia 31522

*See envelope*

1136-301

STATE OF GEORGIA  
COUNTY OF CAMDEN

**FIRST AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR TUSCAN LANDING SUBDIVISION**

**WHEREAS**, the Declaration of Protective Covenants referred to above dated November 23, 2004, and recorded in the Office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1095, Page 577, as amended from time to time (the "Declaration"), contained under Article II, 14, and other portions of the Declaration, a provision allowing for alteration to the Declaration;

**WHEREAS**, the Developer of Tuscan Landing Subdivision (the "Developer") pursuant to the Declaration, reserved the right to alter the Declaration and Developer desiring to do so, this Amendment is made and recorded pursuant to the Developer's reservation of rights.

**NOW, THEREFORE**, the Declaration is amended as follows:

I. Article II, paragraph 1, subpart E is amended in part to remove the 40 acre tract shown on the subdivision plat from the burden of the five (5) acre subdivision restriction.

Article II, paragraph 1, subpart E is further amended to state that the island shown on the subdivision plat as Island may be subdivided into three lots and that the island shall only be allowed one common dock and that the island lots shall be relieved of the burden of minimum dwelling size.

Pursuant to the aforesaid alterations, Article II, paragraph 1, subpart E shall now read as follows:

No dwellings shall be erected containing less than two thousand two hundred (2,200) square feet of living (heated) area, exclusive of porches, garages, and basements. Mother-in-law apartment/home is allowed but shall have a minimum size of one thousand (1,000) square feet of heated area, and shall be architecturally similar, on the exterior, to the main dwelling.

The 40 acre tract shown on the subdivision plat as Tract A may be subdivided pursuant to Camden County Rules and Regulations. Each lot created on said Tract shall be subject to the declaration and shall pay Association Dues.

The island shown on the subdivision plat as Island may be subdivided into a maximum of 3 lots. The Island has the further restriction that only one dock shall be erected which must be shared between the owners of the island lots. Further, the entire Island shall be limited to a

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maximum of 3% total impervious material. The Island and any subdivided lots of the Island shall be subject to the Declaration and shall pay Association Dues.

In the Event that Camden County amends its building site requirements, Camden County building site requirements shall prevail over these covenants, provided that, Camden County building site requirements are greater than the minimum site requirements contained in these covenants.

II. Article II, paragraph 1, subpart F.2 is amended to add a requirement of pervious material for driveways.

Pursuant to the aforesaid alteration, Article II, paragraph 1, subpart F.2 shall now read as follows:

**DRIVEWAYS.** All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance. All driveways and sidewalks constructed upon a lot must be of pervious material only.

III. Article II, paragraph 3 is amended to restrict the destruction of the vegetation within the Marshlands Jurisdictional area. The purpose of this alteration is to protect the natural beauty of the entire subdivision by restricting a lot owner's right to destroy native vegetation including the understory and overstory and allowing for trimming of the vegetation only to establish and maintain a vista corridor.

Pursuant to the aforesaid alteration, Article II, paragraph 3 shall now read as follows:

Landscaping. Upon the completion of a residence, all front yards will be landscaped with solid sod. The rear and side yards may be sprigged, seeded or solid sod.

No destruction of vegetation within the Marshlands Jurisdictional area shall be allowed other than for trimming of vegetation to maintain a vista corridor or to remove dead trees or dying and dangerous trees. However, this limitation shall not prevent a lot owner from destroying non-native (indigenous) vegetation within the Marshlands Jurisdictional area.

Other than the herein stated amendment, the Declaration remains unchanged and all terms of the original Declaration are restated.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the \_\_\_\_ day of April, 2005.

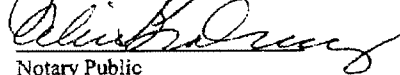
**WATERFRONT GROUP GEORGIA, LLC**

BY: 

Stephen Patch, its duly authorized Agent

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public

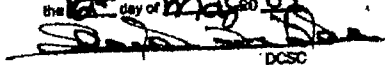
Alice M. Drury  
Notary Public, State of Georgia  
Qualified in Glynn County  
Commission Expires August 16, 2008

MAY 2 2005  
RECORDED  
DEPUTY CLERK SUPERIOR COURT : CAMDEN COUNTY, GEORGIA

3-14-05

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 12<sup>th</sup> day of May, 2005  
at 9:30 o'clock A.M. and recorded  
in Book No. 1140 Page 55-57  
the 12<sup>th</sup> day of May, 2005



DCSC

005765

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RETURN RECORDED DOCUMENT TO:  
Whelchel & McQuigg, LLC  
504 Beachview Drive, Suite 3-D  
St. Simons Island, Georgia 31522

STATE OF GEORGIA  
COUNTY OF CAMDEN

**SECOND AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR TUSCAN LANDING SUBDIVISION**

WHEREAS, the Declaration of Protective Covenants referred to above dated November 23, 2004, and recorded in the Office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1095, Page 577, as amended from time to time (the "Declaration"), contained under Article II, 14, and other portions of the Declaration, a provision allowing for alteration to the Declaration;

WHEREAS, the Developer of Tuscan Landing Subdivision (the "Developer") pursuant to the Declaration, reserved the right to alter the Declaration and Developer desiring to do so, this Amendment is made and recorded pursuant to the Developer's reservation of rights.

NOW, THEREFORE, the Declaration is amended as follows:

I. Article II, paragraph 1, subpart E is amended in part to remove the Island shown on the subdivision plat from the burden of the 3% limitation on impervious material.

Pursuant to the aforesaid alteration, Article II, paragraph 1, subpart E shall now read as follows:

No dwellings shall be erected containing less than two thousand two hundred (2,200) square feet of living (heated) area, exclusive of porches, garages, and basements. Mother-in-law



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apartment/home is allowed but shall have a minimum size of one thousand (1,000) square feet of heated area, and shall be architecturally similar, on the exterior, to the main dwelling.

The subdivision is limited to a maximum of 15% impervious material including structures. This is not a per lot limitation, but a subdivision limitation.

The 40 acre tract shown on the subdivision plat as Tract A may be subdivided pursuant to Camden County Rules and Regulations. Each lot created on said Tract shall be subject to the declaration and shall pay Association Dues.

The island shown on the subdivision plat as Island may be subdivided into a maximum of 3 lots. The Island has the further restriction that only one dock shall be erected which must be shared between the owners of the island lots. Further, the entire Island shall be limited to a maximum of 5% total impervious material. The Island and any subdivided lots of the Island shall be subject to the Declaration and shall pay Association Dues.

In the Event that Camden County amends its building site requirements, Camden County building site requirements shall prevail over these covenants, provided that, Camden County building site requirements are greater than the minimum site requirements contained in these covenants.

II. Article II, paragraph 5, is amended to add subpart K addressing the water system.

Pursuant to the aforesaid alteration, Article II, paragraph 5, subpart K shall now read as follows:

**WATER SYSTEM.** At the closing of the sale of each and every lot in said subdivision, all property owners are required to pay an initial "impact fee" to connect to the water system. At the time of connection to said water system, the property owner shall apply for service with W & D Utilities and pay a water meter installation fee. W & D Utilities will then cause a meter to be installed on the lot. The property owners will pay subsequent monthly water fees for water usage as billed. All of the stated fees will be paid to the owners of the water system.

A property owner cannot drill a well on the subject property. The property owner is bound to the community water system. The property owner is further responsible for paying the base water fees as billed, including any additional charges per water use and consumption, if more.

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Other than the herein stated amendment, the Declaration remains unchanged and all terms of the original Declaration are restated.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the 3 day of May, 2005.

WATERFRONT GROUP/GEORGIA, LLC

BY:

*[Handwritten Signature]*  
Stephen Patch, its duly authorized Agent

Signed, sealed and delivered  
in the presence of:

*[Handwritten Signature]*  
Witness  
*[Handwritten Signature]*  
Notary Public

Alice M. Drury  
Notary Public, State of Georgia  
Qualified in Glynn County  
Commission Expires August 16, 2008



RECORDED MAY 12 2005 *[Handwritten Signature]*  
DEELEY CLERK SUPERIOR COURT HANCOCK COUNTY, GEORGIA

RETURN RECORDED DOCUMENT TO:

Whelchel & McQuigg, LLC  
504 Beachview Drive, Suite 3-D  
St. Simons Island, Georgia 31522

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 15<sup>th</sup> day of Oct 20 05  
at 9:30 o'clock a. m. and recorded  
in Book No. 1190 Page 813-814  
the 15<sup>th</sup> day of Oct 20 05

C14005

STATE OF GEORGIA  
COUNTY OF CAMDEN

DCSC

1190 813

**THIRD AMENDMENT TO THE DECLARATION OF  
PROTECTIVE COVENANTS FOR TUSCAN LANDING SUBDIVISION**

**WHEREAS**, the Declaration of Protective Covenants referred to above dated November 23, 2004, and recorded in the Office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1095, Page 577, as amended from time to time (the "Declaration"), contained under Article II, 14, and other portions of the Declaration, a provision allowing for alteration to the Declaration;

**WHEREAS**, the Developer of Tuscan Landing Subdivision (the "Developer") pursuant to the Declaration, reserved the right to alter the Declaration and Developer desiring to do so, this Amendment is made and recorded pursuant to the Developer's reservation of rights.

**NOW, THEREFORE**, the Declaration is amended to add the following, as Article II, paragraph 5, subpart L, as follows:

Certain numbered lots within the subdivision require a community septic system. As to those lots which require a hookup to the community septic system, the following applies:

1. Each individual lot owner will be responsible for installing a 1,000 gallon concrete septic tank equipped with baffle, effluent filter, and manway opening.
2. The individual homeowner will be responsible for providing sludge removal of the septic tank on an as-needed basis, and at the homeowner's sole expense. Should the homeowner fail to provide sludge removal, then either the homeowner's association or W&D Investments, Inc. may provide that removal, after notice to the homeowner, and shall place a special assessment against said homeowner which special assessment if not paid will be recorded as a lien against the lot. All sludge will be transported to and disposed of in an existing wastewater treatment facility or permitted landfill. The purpose of this provision is to ensure the quality of the effluent and each individual lot owner and the entire homeowner's association grants to W&D Investments, Inc. an easement for the purposes of maintaining the sewage lines and entire septic system, as needed from time to time.

- 3. The individual homeowner will be responsible for providing installation, operation and maintenance of a small wastewater pump station at their septic tank. The wastewater pump station shall be in accordance with the engineering drawings provided by the engineer who developed the entire septic system.
- 4. The individual homeowner will be responsible for providing, installing and maintaining a 1 1/4" PVC force main from his septic tank extended to the collection PVC force main within the street right-of-way.
- 5. W&D Investments, Inc. will maintain the collection force main and system as it runs within the street right-of-way, and will maintain the sewer pump station and drainfield system. Each lot owner serviced by the "community septic system" shall pay a monthly fee to W&D Investments, Inc. as set by W&D Investments, Inc. which amount may include costs of repair of the components which comprise the "community septic system."

Other than the herein stated amendment, the Declaration remains unchanged and all terms of the original Declaration are restated.

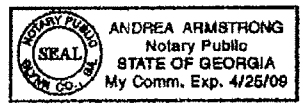
IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the 31 day of August, 2005.

WATERFRONT GROUP GEORGIA, LLC

BY: [Signature]  
Stephen Patch, its duly authorized Agent

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
[Signature]  
Notary Public



RECORDED OCT 7 2005 [Signature]  
DEPUTY CLERK SUPERIOR COURT, CAMDEN COUNTY, GEORGIA