

Amended Restrictive Covenants to replace  
those in Deed Book 209, pp. 170-172.

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RESTRICTIVE COVENANTS PERTAINING TO A CAMDEN COUNTY  
SUBDIVISION KNOWN AS HORSESHOE COVE SUBDIVISION, PHASE I  
AND PHASE II (ALSO PHASE III AND PHASE IV AS THEY ARE  
COMPLETED AND RECORDED), OWNED BY SEABORN W. BELL AND  
LARMAR A. BELL, AS SHOWN ON MAP OR PLAT OF SURVEY RECORDED  
IN PLAT DRAWER 3, MAP 79 (PHASE I), AND PLAT DRAWER 3, MAP  
85 (PHASE II), OF THE RECORDS IN THE OFFICE OF THE CLERK OF  
SUPERIOR COURT OF CAMDEN COUNTY, GEORGIA.

GEORGIA, CAMDEN COUNTY.

THIS DECLARATION OF PROTECTIVE AND/OR RESTRICTIVE COVENANTS, Made this  
20<sup>th</sup> day of October, 1985, by SEABORN W. BELL and LARMAR A. BELL,  
hereinafter referred to as THE DEVELOPER.

WHEREAS, THE DEVELOPER is the owner of the subdivision, HORSESHOE COVE  
SUBDIVISION-PHASE I AND PHASE II (ALSO PHASE III AND IV AS THEY ARE COMPLETED  
AND RECORDED), consisting of various lots for residential purposes in Camden  
County, Georgia, and more particularly shown on a map or plat of survey  
recorded in Plat Drawer 3, Map 79 (Phase I) and Plat Drawer 3, Map 85 (Phase  
II), of the records in the office of the Clerk of the Superior Court of  
Camden County, Georgia, and

WHEREAS, it is to the interest, benefit and advantage of THE DEVELOPER,  
its successors and assigns, and to each of the purchasers and owners of lots  
in said Camden County Subdivision that certain restrictive or protective  
covenants governing and regulating the use and occupance of said lots be  
established, set forth and declared to be covenants running with the land:

NOW, THEREFORE, for and in consideration of the premises and of the  
benefits to be derived by THE DEVELOPER, and each and every person who might  
be a subsequent owner of any of the lots in said subdivision, THE DEVELOPER  
does hereby set up, establish, promulgate and declare the following protective  
or restrictive covenants to apply to all of the said lots or any of them

hereafter. These protective or restrictive covenants shall become effective immediately, shall run with the land, and shall be binding on all persons claiming under or through THE DEVELOPER for a period of twenty (20) years, at which time such covenants shall automatically be reinstated and re-established for successive periods of ten (10) years each, unless terminated by majority vote of the then property owners and by filing appropriate documents upon the deed records of Camden County, Georgia.

1. All numbered lots in said area shall be used for residential purposes exclusively. No more than one (1) detached single family residence shall be erected or placed on any lot. All homes must comply to the Southern Building Code.

2. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pool, green house, vegetable garden, pump house, attached or detached garage or carport, and other appropriate facilities provided the material matches or blends with the primary residence and does not detract from the aesthetic value of the subdivision. Docks adjoining or over water and fencing on the lot must be approved by Horseshoe Club, Inc., which is referred to in Number 11 below, as to design, size and materials before construction begins so that same does not detract from the aesthetic value of the subdivision or prevent a clear view of the water by another lot owner.

3. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or

grounds such as scrap automobiles, abandoned boats, litter, etc., on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific areas. The lot owner shall prevent loud noises and other noxious offensive activity which is or shall become an annoyance.

4. For a permanent residence located on any lot, the floor area of the main structure, exclusive of open porches and garages, shall be no less than one thousand (1000) square feet.

5. Any private water well or sewage disposal system must be located on lot as shown on copy of plat located in the office of the Camden County Health Department. The private water well and tank shall be screened from view or housed in an approved pump house.

6. No lot shall be sold except as a whole, nor shall any lot be divided in any manner except that the owners adjoining a vacant lot may subdivide such vacant lot between them, thereby increasing the size of their respective lots. When such lot is so subdivided, it shall thereafter continue, for all purposes of these restrictions, to be a portion of the lot so increased in size, and the size of such increased lot may not thereafter be decreased in size.

7. No trees over six (6) inches in diameter shall be removed from any lot except those that occur within a line drawn twenty (20) feet outside the actual building line, or for uses permitted under number 2 above.

8. No building shall be located on any lot nearer than fifty (50) feet to the front lot line. No residential building shall be located nearer than twenty (20) feet to any interior lot line or seventy-five (75) feet of rear lot line on lots adjoining the water.

9. No livestock, fowl, or animals of any kind, except cats, dogs and other household pets shall be kept or harbored upon any lot. Household pets shall be limited to no more than four (4) with no more than two (2) dogs.

10. The construction of the permanent residence must be completed within one (1) year from the date construction begins.

11. As each lot is sold by THE DEVELOPER, the owner(s) thereof shall thereby also become a stock holding member of Horseshoe Club, Inc., and shall abide by its rules and by-laws. Horseshoe Club, Inc. is a non-profit Georgia Corporation which shall own and manage the boat ramp, docks, parking areas, recreational areas, green areas, and it will have responsibility for maintenance of the cove. Each lot will be assessed annually by Horseshoe Club, Inc. to cover the maintenance responsibility of corporation and for use of the cove, boat ramp, and of other recreational areas which may now or hereafter be made available, whether same are exercised or not. The initial annual charge shall be \$100.00 per lot adjoining the water and \$50.00 per lot off the water. A majority vote of Horseshoe Club, Inc. will govern the actions of the corporation on any issue with each lot adjoining the water, having two (2) votes, and each lot off the water having one (1) vote. The annual charge to the lots referred to above may be changed by majority vote of Horseshoe Club, Inc.; however, lots adjoining the water shall always pay twice the amount as interior lots.

12. It shall be the responsibility of each lot owner to prevent boat wake, boat holding tanks from being pumped out and the boat bilge from being pumped out in the cove area.

13. Easements are reserved as shown on the recorded plat of the subdivision. Also, a five (5) foot easement is reserved over the side and rear

lines of each lot for utility installation and maintenance.

14. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning property situated in said tract to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violation and to enforce the payment of annual membership assessment referred to in Number 11 above.

15. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said SEABORN W. BELL and LARMAR A. BELL set their hands and seals the day and year above first written.

*Seaborn W. Bell*

Seaborn W. Bell

*Larmar A. Bell*

Larmar A. Bell

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

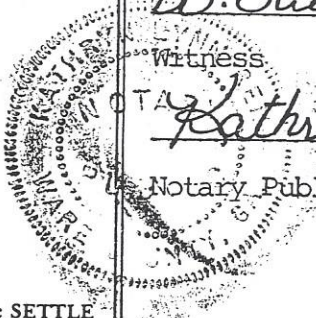
*W. Vincent Smith, III*

Witness

*Kathryn Lynn Reid*

Notary Public.

Notary Public, Georgia, State at Large  
My Commission Expires Apr. 30, 1989



RECORDED OCT 25 1985 *Charlene Williams*  
DEPUTY CLERK SUPERIOR COURT, CAMDEN COUNTY, GEORGIA

THOMAS & SETTLE  
ATTORNEYS AT LAW  
800 PLANT AVENUE  
POST OFFICE BOX 980  
WAYCROSS, GEORGIA 31502  
(912) 283-0026



P. O. Box 5130  
St. Marys, Georgia 31558

**11434211**  
STATE OF GEORGIA  
Camden County

006250

I hereby certify that this instrument was filed for record in the Clerk's office, Superior Court, said County on the 20<sup>th</sup> day of May 2005 at 10 o'clock AM and recorded in Book No. 1143 Page 211-212 the 20<sup>th</sup> day of May 2005  
*Timothy Steel*  
DCSC

**SECOND AMENDMENT  
TO RESTRICTIVE COVENANTS  
TO HORSESHOE SUBDIVISION,  
PHASE I, PHASE II, PHASE III, AND PHASE IV**

This Second Amendment to Declaration of Protective and/or Restrictive Covenants to RESTRICTIVE COVENANTS TO HORSESHOE SUBDIVISION, PHASE I, PHASE II, PHASE III, AND PHASE IV is made as of the 20th day of November, 2004 by Horseshoe Club, Inc., a Georgia non-profit Corporation.

WHEREAS, on September 25, 1985, Seaborn W. Bell and Lamar A. Bell made and declared certain RESTRICTIVE COVENANTS which have been recorded with the public land records of the Clerk for Camden County Superior Court in Woodbine, Georgia in Deed Book 209, pages 170-172, and as Amended in Deed Book 212, page 116-120 in Amended Restrictive Covenants dated October 20, 1985; and

WHEREAS, such RESTRICTIVE COVENANTS run with the land which is known as "HORSESHOE COVE, PHASE I, II, III, AND IV"; and

WHEREAS, HORSESHOE CLUB, INC. is the owner of the roads in Horseshoe Cove Subdivision, Phase I, Phase II, Phase III, and Phase IV; and

WHEREAS, the amendment contemplated herein conforms to the general purposes and standards of the covenants and restrictions of declaration pursuant to paragraph 11 and was voted on and approved by a majority vote of Horseshoe Club, Inc. on November 20, 2004.

NOW, THEREFORE, Horseshoe Club, Inc. Declares that the Declaration is amended as follows:

1. All roads in Horseshoe Club, Inc. are to be paved and each property owner shall be assessed a one time special assessment in the amount of \$3,000.00 per lot. This assessment is due and payable on or before April 1, 2005. Upon written request from any property owner who cannot make full payment to Horseshoe Club, Inc. financing of the Assessment is available through the Developer, Seaborn W. Bell for a period of 5 years @ 8.00% interest.

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2. No temporary or permanent mobile homes, manufactured homes or housing and/or commercial buildings or structures, together with any improvements thereto, shall be constructed, erected or maintained within the Horseshoe Cove Subdivision.

All other covenants contained in the said "RESTRICTIVE COVENANTS" and amendment thereto not specifically revised herein shall remain in full force and effect.

This 9 day of May, 2005, witness our hand and seal as follows:

HORSESHOE CLUB, INC.

By: Robert Rash  
Robert Rash, President

Lois Martin  
Lois Martin, Vice President

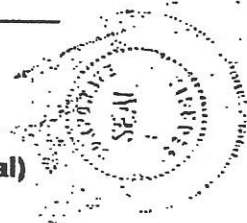
Approved by:

Bill Sanders  
Bill Sanders, Secretary

Signed, sealed and delivered in the presence of:

Margaret Sanders  
Witness

(Affix Corporate Seal)



RECORDED MAY 20 2005  
Horseshoe Cove Subdivision

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

STATE OF GEORGIA  
COUNTY OF CAMDEN

Cross-Reference To:  
Deed Book 212, Page 116

THIRD AMENDMENT TO RESTRICTIVE COVENANTS  
FOR HORSESHOE COVE SUBDIVISION,  
PHASE I, PHASE II, PHASE III, AND PHASE IV

THIS AMENDMENT is made this 7 day of April, 2020, by Horseshoe Club, Inc., a Georgia corporation.

W I T N E S S E T H:

WHEREAS, the Developer of Horseshoe Cove Subdivision made and declared certain Restrictive Covenants for Horseshoe Cove Subdivision, as recorded in Deed Book 209, Pages 170-172, and as amended in Deed Book 212, Pages 116-120 and Deed Book 1143, Pages 211-212 ("Restrictive Covenants");

WHEREAS, the owners of the lots in Horseshoe Cove Subdivision comprise the voting stock holders of Horseshoe Club, Inc.;

WHEREAS, pursuant to Paragraph 11 of the Restrictive Covenants, a vote was held by a quorum of the stock holders of Horseshoe Club, Inc., on October 12, 2019, where a majority approved this amendment to the Restrictive Covenants;

WHEREAS, it is deemed to be to the best interest, benefit and advantage of the present owners of property in said subdivision and to each and every person who shall hereafter purchase any such property, that the Restrictive Covenants be so supplemented; and

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the undersigned and each and every current and subsequent owner of any of the property subject to the Restrictive Covenants, the undersigned Horseshoe Club, Inc., does hereby amend the Restrictive Covenants, as previously amended, by amending Paragraph 11 to state as follows:



11. As each lot is sold by THE DEVELOPER, the owner(s) thereof shall thereby become a stock holding member of Horseshoe Club, Inc., and shall abide by its rules and by-laws. Horseshoe Club, Inc., is a non-profit Georgia corporation which shall own and manage the boat ramp, docks, parking areas, recreational areas, green areas, and it will have responsibility for maintenance of the cove. Each lot will be assessed annually by Horseshoe Club, Inc., to cover the maintenance responsibility of the corporation and for the use of the cove, boat ramp, and other recreational areas which may now or hereafter be made available, whether same are exercised or not. The annual charge per lot shall be stated in the By-Laws of Horseshoe Club, Inc. A majority vote of Horseshoe Club, Inc., will govern the actions of the corporation on any issue with each lot having one (1) vote. The annual charge may be changed by majority vote of Horseshoe Club, Inc., and will be reflected in the By-Laws of Horseshoe Club, Inc.

The remainder of the Restrictive Covenants, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the year and day first-above written.

HORSESHOE CLUB, INC.

By: Kenny Frame (SEAL)  
Kenny Frame, President

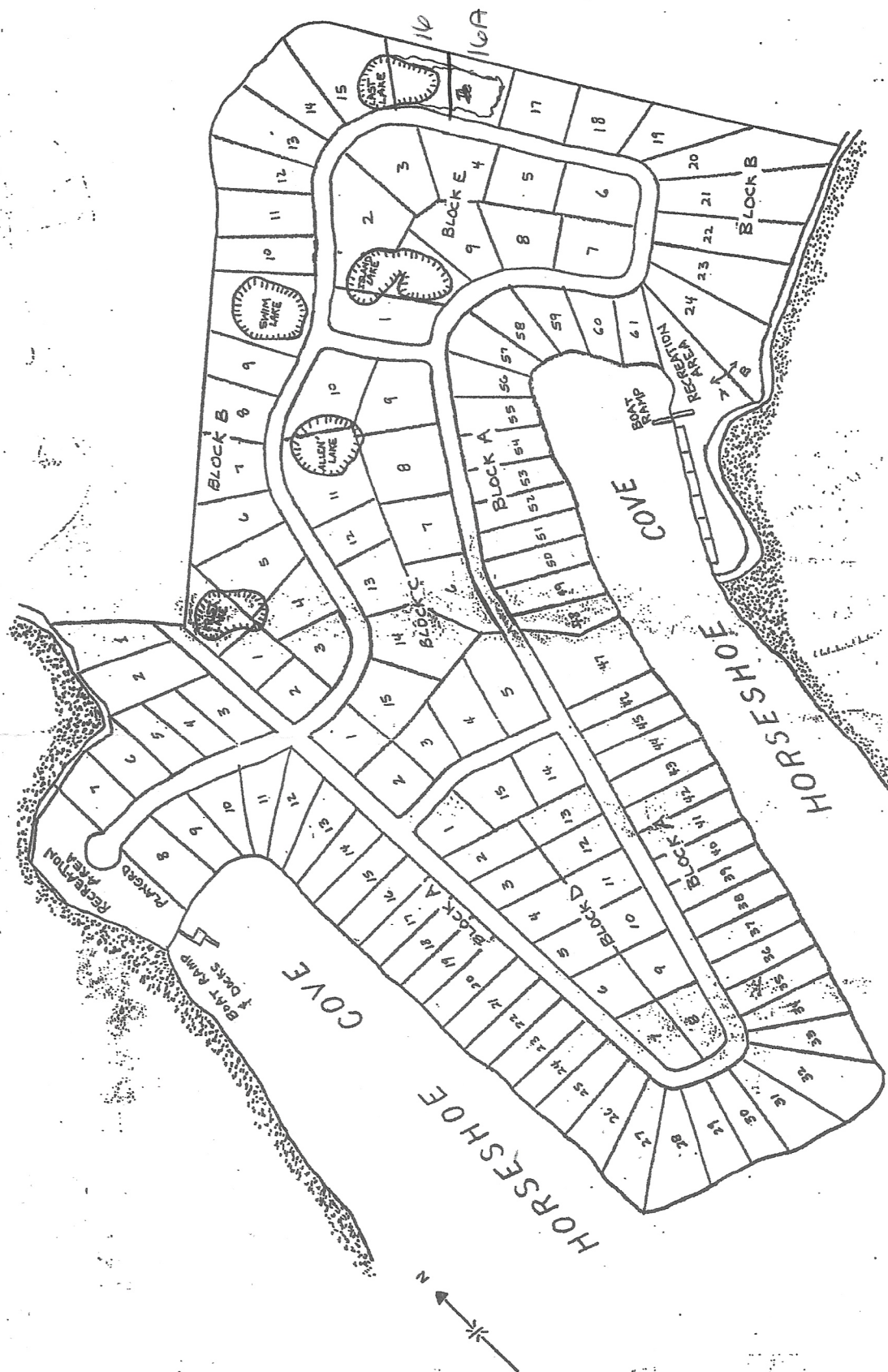
Attest: Angel Martin (SEAL)  
Angel Martin, Secretary

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public





UNIVERSITY OF