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of the Court Clerk, Franklin County Georgia

Restrictive Covenants of Brittany Harbor I and II Property Owners Association

**Return to: BH I & II POA, Inc.
 Box 132
 Lavonia, Ga. 30553**

Please Cross Reference Inquiries to:

**Plat Book 7, Pg 430 Plat of BH I showing Original Covenants and Lots, October 15, 1971
Plat Book 8, Pg 377 Plat of BH II showing Original Covenants and Lots, September 26, 1972, Superseded
Plat Book 9, Pg 259 Plat of BH II resurveyed with Original Covenants and Lots, February 21, 1974
Charter Book 3, Pg 298-302 Charter BH I and II Property Owners Association, March 20, 1974
Deed Book 238, Pg 363-364, BH I and II POA Restrictive Covenant Additions, February 28, 1984,
Deed Book 439, Pg 80-82 BH I and II POA Restrictive Covenant Additions, Sept. 9, 1999,
Deed Book 891, Pg 29-36, BH I and II Restrictive Covenant Rewrite, July 15, 2007,
Deed Book 905, Pg 265-273, BH I and II POA Restrictive Covenant Restatement, Oct 23, 2007,
Deed Book 01188, Pg 0040-0051, Restrictive Covenants Restatement, May 27, 2015.**

All as recorded or filed with the Franklin County Court Clerk's Office records, Carnsville, Georgia

Brittany Harbor Property Owner's Association, Inc. Brittany Harbor Sections I and II

The attached following restatement of the Restrictive Covenants for Brittany Harbor I and II Property Owners Association was placed on the agenda and announced via the October 24, 2020 Annual Business meeting. A Community comment period preceded the Annual Business meeting of October 24, 2020. The Restatement of the Restrictive Covenants was provided via letter and/or email to the entire Community in December 2020. Included in the December distribution was a Ballot for participation. The distributed document was approved by majority of Ballot vote of the then lot owners by greater than fifty per cent, a requirement by the original and subsequent Covenants as provided on the Plats filed with the Clerk's office by the Developer of Brittany Harbor Sections I and II and community following to the present through all subsequent rewrites, additions, changes, or restatements.



Brittany Harbor
Property Owners' Association, Inc.
P.O. Box 132 Lavonia, Georgia 30553

Brittany Harbor Sections I and II

Restatement of Restrictive Covenants

WHEREAS, the original restrictive covenants of Brittany Harbor Section I, are shown on the original plat of Brittany Harbor Section I, recorded in the Clerk's Office of Franklin County Superior Court on October 15, 1971, in Plat Book 7, Page 430; and

WHEREAS, the original restrictive covenants of Brittany Harbor Section II are shown on the original plat of Brittany Harbor Section II, recorded in the Clerk's Office of Franklin County Superior Court on September 26, 1972, in Plat Book 8, Page 377; and

WHEREAS, a second and final plat of Brittany Harbor Section II with the restrictive covenants and a "Certificate of Final Approval" shown on the plat, was filed in the Clerk's Office of Franklin County Superior Court on February 21, 1974, in Plat Book 9, Page 259; and

WHEREAS, a "Corporate Resolution" amending the original restrictive covenants of Brittany Harbor Section I and II is recorded in the Clerk's Office of Franklin County Superior Court in Deed Book 238, Pages 363-364 on February 28, 1984. Said revisions are noted on the original plat recorded in Plat Book 8, Page 377, filed on September 26, 1972, in the Clerk's Office of Franklin County Superior Court; and

WHEREAS, an "Affidavit Regarding Restrictive Covenants" of Brittany Harbor Section I and II and revised restrictive covenants were filed in the Clerk's Office of Franklin County Superior Court in Deed Book 439, Pages 80-82 on September 9, 1999; and

WHEREAS, a revised Restrictive Covenants of Brittany Harbor Sections I and II were filed in the Clerk's Office of Franklin County Superior Court in Deed Book 891, Pages 29-36 on July 7, 2007, with a duplicate filing in Deed Book 905, Pages 265-273 on October 23, 2007 to include historical record;

WHEREAS, a revised Restrictive Covenants of Brittany Harbor Sections I and II also referred to as the Brittany Harbor I and II Property Owners Association were filed in the Clerk's Office of Franklin County Superior Court in Deed Book 01188, Pages 0040-0051 on May 27, 2015, to include historical record;

WHEREAS, it is in the best interest of the property owners of Brittany Harbor Sections I and II to revise and amend and replace, from time to time, the current restrictions and covenants of said subdivision currently recorded in the Deed Records of Franklin County, Georgia, and to record such revision, amendment, additions, or restatements and to cross reference such on the original covenants and plats; and

WHEREAS, the revised and restatement of the Restrictive Covenants of the Brittany Harbor Section I and II also referred to as the Brittany Harbor I and II Property Owners Association were approved by majority ballot of the then owners of the lots of Brittany Harbor Section I and II as provided in the recording of 1971, 1972, 1974, 1984, 1999, 2007, and 2014 as noted above. Referenced restatement of the Restrictive Covenants are stated as follows:



Brittany Harbor
Property Owners' Association, Inc.
P. O. Box 132 Lavonia, Georgia 30553

Brittany Harbor Sections I and II

Restatement of Restrictive Covenants

THE RESTRICTIVE COVENANTS FOR BRITTANY HARBOR
SECTIONS I AND II PROPERTY OWNERS ASSOCIATION

DEFINITIONS

The "Association," "BHPOA," Brittany Harbor Property Owners Association Sections I and II Inc.," "Brittany Harbor Sections I and II Property Owners Association," "Brittany Harbor Property Owners Association," "Brittany Harbor Sections I and II," or "BHPOA Sections I and II" shall mean and refer to the owners of the real property as defined herein and described on the original plat of Brittany Harbor Section I, recorded in the Clerk's Office of Franklin County Superior Court on October 15, 1971, in Plat Book 7, Page 430; also on the original plat of Brittany Harbor Section II, recorded in the Clerk's Office of Franklin County Superior Court on September 26, 1972, in Plat Book 8, Page 377; and as filed in the Clerk's Office of Franklin County Superior Court on February 21, 1974, in Plat Book 9, Page 259. This represents all the members and property owners, whether or not participation is overt, of the Brittany Harbor Sections I and II Property Owners Association. This constitutes every property owner in part, or in whole, as defined herein.

"Board" or "BHPOA Board" shall mean and refer to the Board of Directors of the Association, as outlined in the By-Laws of the BHPOA. The Board is the representative body of the Association. All Committees, whether elected or appointed are working for the Association through the Board. The Board may require the input of an appropriate committee, already in place or newly formed, to assist in the formulation of decisions with regard to the Association.

“Common Area” shall mean all real property now or hereafter owned by the BHPOA for the common use and enjoyment of the Association including the subdivision roads, entrance, entrance guard house, entrance gate or walls, median, lots, parcels, throughways, intersections, and other real property defined or established by the Association as Common Area.

“Subdivision” shall mean the entire area designated as Brittany Harbor Sections I and II as defined and described on the original plat of Brittany Harbor Section I, recorded in the Clerk’s Office of Franklin County Superior Court on October 15, 1971, in Plat Book 7, Page 430; also on the original plat of Brittany Harbor Section II, recorded in the Clerk’s Office of Franklin County Superior Court on September 26, 1972, in Plat Book 8, Page 377; and as filed in the Clerk’s Office of Franklin County Superior Court on February 21, 1974, in Plat Book 9, Page 259. This includes all common areas as now or to be defined, and the land containing all real property as illustrated on file in the Franklin County Clerk of Superior Court.

“Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, as may be found to be necessary and appropriate by the Board pursuant to the approved Budget, except an expense that may be defined as needed in an emergency or critical circumstance, which the Board may unanimously approve.

“Declaration” shall mean the covenants, conditions, restrictions, protections and easements for Brittany Harbor Sections I and II and all other provisions herein set forth in this entire document, as may from time to time be amended.

“Property” shall mean and refer to that certain real property described in the “Plat” and by reference made a part hereof, together with such additional real property as may through subsequent amendment be added to and subjected to this Declaration. Property may refer to improvements made permanent or temporary of any size and description, additions, or additions of a landscaping nature, which are part of the lot or parcel. Use of the word “lot” may refer to a single lot, multiple lots, or parcels. Parcels may consist of one or more lots as shown on the original applicable Plats and surveys. Some lots may adjoin other property which may or may not be a part of the Plat of the BHPOA. These lots may or may not have been joined as to form parcels.

“Property Owner,” “Lot Owner,” “Multiple Lot Owner,” “Parcel Owner,” or “Owner” shall mean and refer to the recorded owner of single or multiple lots as found in records of the Franklin County Clerk of Superior Court and Franklin County Tax records. Owners of single lots, multiple lots, parcels, or portions of lots are considered a Property Owner or Lot Owner. All Property Owners are required to be members of the BHPOA and will represent a single entity within the Association. As an example, the Owner of one lot and part of one lot will constitute ownership of two lots, however, this will only represent a single entity in the Association with regard to voting or assessments. This

is applicable to an Owner with only one residence, i.e., two residences will be more than one entity, thus more than one assessment with voting equalling the same number as assessments to the properties. Each property owner will make a responsible effort to ensure that any future sale or transfer of ownership to another entity, in whole or in part, will include the knowledge of membership requirements, and the Association Covenants and By Laws.

“Person” shall mean and refer to a natural person, corporation, partnership, trust or other legal entity, or any combination thereof.

“Structure” shall mean and refer to: (i) any thing, object, new, renovated, or improved upon, the placement of which upon any lot, lots, or parcels may affect the appearance of such lot, lots, or parcels including by way of illustration and not limited to any building or part thereof, residential garage, porch, gazebo, shed, greenhouse or bathhouse, coop, or cage, covered or uncovered patio, swimming pool, tennis court, courtyard, fence, curbing, paving (except an uncovered walkway), wall made from any material, sign, signboard, driveway, permanent living quarters, or any other permanent improvement to such lot, lots, or parcels; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any lot, lots, or parcels or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any lot, lots, parcel; and (iii) any change in grade at any point on a lot, lots, or parcels of any depth, whether or not subsection of this Section applies to such change, (iv) if the term “front” is used it will refer to the side of a structure which faces the subdivision street or intersection of subdivision streets. Only a house at an intersection may have a “front” and a “side” facing a subdivision street.

RESTRICTIVE COVENANTS

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them unless by vote of the majority of the then Lot Owners (Owner) of the lot, lots, or parcels it shall be agreed to change such covenants in whole or in part. Voting rights of the Lot Owners are defined in the same way as assessments are determined under the Assessments Paragraph of the BHPOA By-Laws. One assessment will equal one vote. In accordance with the By Laws each Property Owner will be assessed annually.

2. Each Owner, through the acceptance of a deed of conveyance, accepts the same subject to all conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the

benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

3. Any exterior construction, alteration, addition, or erection of any nature whatsoever, whether modification or new construction, shall not be commenced or placed upon any part of the Property (lot, lots, or parcels), until notification and submission of construction plans to the Board and final approval of said plans is issued by the Board under the advisement of the appropriate committee or committees. This is applicable to the construction of a residential building for a dwelling or residential garage. With respect to a residential garage, a residential garage is considered a building of enclosed space and not a structure with no foundation consisting of corrugated steel or aluminum panels, supported by poles set in or on the ground (e.g. pole barn). Notification, construction plans, and requests must be made in writing to include, the anticipated start and termination dates, at least the nature, kind, shape, height, width, materials, and location of improvements on the lot, lots, or parcels, including a drawing of reasonable scale. The submission of applicable permits required by local, state, or federal entities must be provided. The response by the Board must be provided in writing within thirty (30) days of the request.

The Board shall make the final decision with guidance provided by the advisement of the appropriate committee of such plans and it shall be entitled to stop any construction in violation of a covenant or restriction. The request for termination of any project can be made orally and will be subsequently followed by written notice addressed to the Owner of said property and/or the tax address of record. Any member of the Board or its appointed representatives shall have the right, during reasonable hours and after reasonable attempt of notice, to enter upon any lot to make an exterior inspection to ascertain whether or not these covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry, and shall waive any liability of the Owner.

The Owner must submit to the BHPOA Board along with the plans for construction; the name and contact information of the contractor, supervisor, or anyone directing the project as part of the request. In addition, submission of the appropriate documents concerning the required building permits from Franklin County, EPD (Environmental Protection Division) Approval, GSWCC (Georgia Soil and Water Conservation Commission) and onsite personnel as required by the agencies or any other agency affiliations associated with the construction. If Board approval of the request is anticipated, a provisional approval maybe be issued by the Board and final approval will be subsequently issued when permits are submitted.

The Owner shall be required to commence construction on said lot within six (6) months after submission of and approval of construction plans. The Owner shall complete exterior construction in compliance with approved plans and pass final

inspection by the Board with advisement of the appropriate committee within eight (8) months of the time of the commencement of construction. In the event that construction does not commence within six (6) months following original approval of plans the Owner must resubmit for an extension, otherwise the approval will expire at the end of the six (6) months. The Board must respond within thirty (30) days with an approval for extension or denial.

All construction of residences, accessory Structures (e.g. residential garage) and all other improvements in the Subdivision shall be undertaken and completed in accordance with the following conditions. The below conditions apply to new Structures, modifications to existing Structures, or Structure renovations whether part of an original Structure, totally new, or involved with the exterior renovation or an addition to existing Structures.

(a) All new construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities. All requests by the Owner and responses by the Board or appropriate committee will be in writing.

(b) Concrete, concrete block or cinder block cannot be used as a building material for the exposed exterior surface of the front of any dwelling or accessory Structure constructed or placed on any lot, lots or parcels. Concrete, concrete block, or cinder block may be used only as a foundation material. All houses or residential garages shall have solid or enclosed foundations. No simulated brick in sheet or pieces or asphalt siding shall be permitted.

(c) Lumber, bricks, stones, timbers, cinder blocks, broken or pieced concrete, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall not be stored on any lot, lots, or parcels except for purposes of construction of a dwelling or accessory Structure on such lot, nor shall any such building materials or devices be stored on any lot for longer than the length of time of thirty (30) days after the termination of construction. Any materials or devices (portable concrete mixers, coverings, jig-structures, forms, construction sheds, etc.) of any type or quantity on a lot for more than thirty (30) days must have a previously approved letter from the appropriate committee or Board in regard to the construction that is anticipated. The Board may give notice in writing to any Owner who shall have violated the provisions of this covenant, and in violation of said covenant shall promptly remedy it.

(d) A Structure shall not be erected or placed on any lot, lots or parcels unless its location is consistent with setbacks. The setback shall be at least ten (10) feet from any property line (except as referenced below regarding an uncovered walkway) or Common Area. In addition, a fifty (50) foot setback is required, measuring from the edge of the asphalt road (common property) to the structure/addition as defined in

the request for approval. The fifty (50) foot setback can be waived if the existing main structure, residential house, has a pre-existing setback in which compliance with the fifty (50) foot setback would be impossible, then the setback requirement must comply with the existing distance/setback of the main structure, residential house.

(e) A walkway will not constitute a Structure as long as it is not covered. If said walkway is part of a construction project or addition, new or otherwise, it may be placed up to but not on the property line. Any walkway that will cross over the property line must be approved by the Property Owner of said infringement or breach and the approval must be in writing and submitted to the Board as part of the construction request.

(f) Garages that have an opening that is oriented to the Subdivision Street or street intersection must have doors of raised panel construction and each must be coordinated with the dwelling.

(g) All pool pumps, propane tanks, tanks of any type, well housing, etc., shall be ground mounted and concealed from street view by fencing, latticed fencing, or landscaping of a density and height to hide the unit effectively.

(h) Any screened porch that is a part of any dwelling or accessory Structure must have a dark color screen or silver finish screen.

(i) Any construction on a lot shall be at the risk of the Owner of such lot and the Owner of such lot shall be responsible for any damage to any Common Area resulting from construction on such lot. The Owner must provide for the complete replacement of all sections affected or for repairing any damage to any section(s) of the Common Area that has been altered or damaged. The repairs of such damage must be made as soon as reasonably possible but in any event not more than thirty (30) days after notification by the Board.

(j) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulkstorage and basement) of onestory dwellings shall contain not less than 1,400 square feet; of all one and onehalf-story (split level) dwellings shall contain not less than 1,800 square feet; and of all two-story dwellings shall contain not less than 2,400 square feet.

(k) A driveway shall not be constructed or altered on any lot, lots or parcels without the prior written approval of plans and specifications for such driveways by the Board under the advisement of the appropriate committee. Such specifications shall include the proposed substance to be used in constructing such driveways, which substance shall be satisfactory to the Board under the advisement of the

appropriate committee. All new home sites or residential garages shall have a paved driveway of concrete or asphalt.

(l) The sewage or sewage odor from any building or any source, including dirty water from washing machines, on a lot, lots, or parcels shall be prevented or corrected by the Owner in accordance with the standards and requirements of County and State Health Regulations or Health Department Rules which may be then in effect. Said Owners shall construct a proper and fit septic tank for this purpose, and no privy, vault, diversion, or cesspool shall be constructed or maintained on said premises. Remedy of such incident shall be immediate.

(m) Roofing materials must be one of the following: architectural dimensional shingle, traditional shingle, or metal roofing with colors coordinated to the structure. Architectural metal roofs are permitted and will be defined as the type with a raised rib with a permanently affixed coordinate color. Metal shingles or shake roof designs will be reviewed by the Board under the advisement of the appropriate committee on an individual basis.

(n) Trees or shrubs shall not be planted in a location that would immediately or in the future create an obstruction to a view that is related to safety.

(o) Bare dirt areas must be covered so as to prevent erosion, particularly that which effects adjacent property or Common Areas. All areas within each home site not covered with pavement, buildings, shrubs, mulch, ground cover, or sod shall be covered with adequate covering, if area is subject to erosion.

(p) All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight conflict affecting safety.

(q) All vehicles used to transport building materials, concrete, dirt, landscaping materials or any other materials or construction or earthmoving equipment over Brittany Harbor roads shall be restricted to a Gross Vehicle Weight, when loaded, not to exceed 50,000 pounds. This restriction may be waived for specific instances upon written approval of the Board of Directors of the BHPOA. Requests for waiver of this restriction must be submitted by the property owner in writing to the Vice President of Buildings of the BHPOA not less than 30 days prior to the need for the excessive load. The request must specify the reason the waiver is being requested as well as the date that the oversized load is expected to arrive. The board of directors of the BHPOA will consider the request and provide a written response to the property owner within three weeks of receipt of the request. Violation of this restriction will result in property owner liability for any road damage incurred between the entrance to the subdivision and the construction site.

4. All easements of record and all governmental regulations shall be observed.
5. Except as otherwise provided for herein, the Brittany Harbor Property Owners Association through the work of the Board under the advisement of the appropriate committee shall maintain and keep in good repair all portions of the Common Areas and improvements thereon. The financing for this will be from annual assessments. The Brittany Harbor Property Owners Association's responsibility with respect to the Common Areas shall be deemed to include the maintenance, repair and replacement of (i) all roads and, (ii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas.
6. Each Owner of a lot, lots, and parcels whether vacant or occupied, improved or unimproved shall maintain his/her lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited too: painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements.

The pursuit of activities, including the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision. Lot, lots, or parcels without dwellings may not be used for the storage of inoperable motorized or inoperable unmotorized vehicles of any type, land or water. Property Owners may not utilize mobile storage units or trailers for storage to be placed anywhere within the Subdivision to exceed thirty (30) days. Longer periods must be reviewed by the Board for extension and use every thirty (30) days.

The use, storage or parking of multiple axle (more than two) trucks, tractors and trailers within the Subdivision for more than seven (7) days is prohibited unless reviewed and approved by the Board under special circumstances. This includes any construction related equipment. If the aforementioned equipment is part of an approved construction plan, only the equipment being used for a specific project can remain on the property for the duration of the project. Equipment, including mobile equipment or any wheeled vehicles may not be placed on common property. If a need to do so is presented to the Board for review and consideration a short-term solution may be approved. Any property owner may petition the Board to review the above.

7. Offensive activities or any activity that constitutes a nuisance, safety hazard, or causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their property shall not be carried out on any lot, or upon the Common Areas.

8. No rubbish, garbage, or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's lot, lots, or parcels so as to render the same unsanitary, unsightly or offensive. The placement or dumping of landscaping materials, grass clippings, limbs, logs, leaves, or any organic or inorganic material on Common Property is prohibited.

9. All alarms or security systems with a siren, bell or other auditory warning device shall have an automatic device to stop the siren, bell or other device from sounding after a fifteen (15) minute period of time.

10. Animals, including birds, insects, fish, and reptiles, may not be kept on any lot, lots, or parcels unless kept solely as household pets and not for commercial purposes. Any animal that becomes a nuisance by roaming freely, frightening Owners and guests, or damaging property will be required to be restricted to its Owner's Property. An aggrieved Owner should inform the Board and refer to those pets, which unreasonably interfere with other Owners or use of their Property or the Common Property. No Structure for the care, housing or confinement of any animal, including dog runs, or animal pens, shall be constructed, placed or altered on any lot, lots, or parcels unless plans and specifications for said Structure have first been approved by the Board under the advisement of the appropriate committee. The unsupervised confinement of any animal by chain, rope, or wire to any Structure, pole, device of any type is prohibited. The breeding of any animals for commercial use or profit is prohibited.

11. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals and are not visible from the street. Trash containers may not be left at the street for pick-up for more than 48 hours.

12. No fence or wall of any material or kind shall be erected, maintained or altered on any lot, lots, or parcels without the prior written Board approval, under the advisement of the appropriate committee. Plans must be submitted to the Board indicating location, height, and material to be used. Chain link type fencing of any material/color is prohibited when placed forward from the rear or back of the house/main structure. The use of chicken wire, barbed wire, plastic, or any other material not specifically designed for use as a residential fence is prohibited.

13. A temporary building, tent, trailer, mobile home (any pre-constructed unit brought onto the lot, lots, or parcels which would be generally considered one used for a residence or living quarters, either full or part time) of any size or type, residential garage, accessory building, auxiliary building, "tiny house" or out-building or building under construction shall not be used, temporarily or permanently, as a residence on any lot, lots, or parcels for any period of time. No contractor or builder shall erect on

any lot any temporary building or shed for use in connection with construction on such lot.

14. No building, utility shed/building, storage structure, or any of the type listed in item thirteen above, with the exception of a residential garage, may be established forward of the rear corners of the Property's main Structure.

15. No "Porta Potty" type structure used during any type of construction shall be placed on Common Property.

16. No Owner shall discharge or allow to be discharged upon his/her lot or within the Subdivision any firearms, pistols, rifles, shotguns, pellet or BB gun except for the use of protection and deterrence. Fireworks and explosives of any nature are prohibited.

17. Should any Lot Owner, or the occupant of a residence located on any lot, or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other Person owning a lot situated in said development or Subdivision to prosecute any proceeding at law or in equity against the Person or Persons violating or attempting to violate any covenant in order to prevent a violation or to recover damages for the violation.

18. Invalidity of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein. These covenants shall likewise be considered separate with respect to their imposition.

19. Any lot, lots, or parcels in which the addition or modification of a Structure designed for use as a residence shall be restricted exclusively to single family residential use. A Structure built on a lot, lots, or parcels that is not designed for a residence, e.g., residential garage, must have an owner that is currently an owner of another lot, lots, or parcels with an improvement designed for a residence that is occupied. This structure, not designed for a residence, must not be used as rental space for any purpose whatsoever or used by non-members of the Association. It shall not be used as a group storage site. An open structure shall not be used for the purposes of storing commercial construction equipment or any mobile related commercial equipment used during construction; this does not include hobby related equipment.

20. The Owner must be the primary occupant of any residence. The Owner may designate an appropriate Person or Persons to occupy the residence temporarily, however this is not to be construed to allow tenants. If a Property Owner petitions the Board for use of a residence as a "Rental," the Board will review the circumstances. However, no such rental shall be less than one year. Property Owners will always maintain ultimate responsibility for complying with this Declaration but must ensure the users of said Property understand covenant requirements. All situations involving Rentals will be considered individually by the Board. The Owner of the property must provide the Board with the signed lease within thirty (30) days of the agreement . Subletting of any form is not permitted. Part time or weekend rentals for free or compensation is not permitted.

21. Any Structure of any size or construction may not be used for rental purposes. The exception regarding a Structure designed for residential use as a dwelling is provided in the above paragraph.

22. All Association members may bring to the attention of the Board any issue of non-compliance with these Covenants. This must be provided with proper written description or explanation, and will start the following process:

(a) The President, after a review by the Board of the alleged non-compliance issue will either (i) send via certified mail a letter to the non-complying Association member stating the claim of non-compliance issue and specifically requesting corrective action or (ii) send via letter to the Association member who requested the Board's involvement advising that the Board feels the request is unfounded.

(b) If there exists a non-compliance issue, the non-complying Association member will have thirty (30) days from the postmark of the certified letter to respond either by correcting the outstanding issue, submitting documentation indicating that the non-compliance is unfounded, or requesting in writing a continuance.

(c) If a written response for continuance is provided, the President will then survey the Board, or appropriate committee to determine if a continuance is deemed necessary. If a continuance is granted the President will provide the non-complying Association member with a written thirty (30) day extension and so advise the Association member who requested the Board's involvement. If a continuance is not warranted, the President will provide a written notice denying the request via certified mail, within thirty (30) days of receipt of the response from the non-complying Association member. The non-compliance issue must be corrected within thirty (30) days upon receipt of the notice that the request for continuance was denied or, if no continuance was requested, corrected within thirty (30) days from the postmark of the first letter provided by the President

(d) On the thirty-first (31st) day after receipt of the certified letter to the non-complying Association member, or if a continuance is granted as provided in (c) above, on the thirty-first (31st) day after receipt of denial of a continuance, the Board, on behalf of the Association will impose a \$50.00 per day fine. The fine will be cumulative and will run until satisfactory compliance. After sixty (60) days a lien will be placed on the Property. Fines will accumulate past the 60 days period, the lien will be updated periodically, and the Board will seek Court action to remedy the non-compliance issue. Fines will terminate upon resolution.

All provisions of these listed covenants, which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall ensure that all occupants of his/her Property comply with the covenants and shall be responsible for all violations caused by such occupants, guests, and invitees.

23. A commercial or private enterprise of any type or description is prohibited in the Brittany Harbor Sections I and II Subdivision except for home offices with no outdoor signage and which do not generate additional traffic in the Subdivision. In effect, any home office situation must be invisible to the community. The infrequent traditional type "residential garage sale" is permissible on the Owners' Property, but cannot negatively influence any other Property Owner, as indicated above and in this case shall not use common property. Any change in the residential zoning of the community is prohibited.

24. No free-standing antenna or transmitting or receiving towers will be permitted. Satellite dishes, larger than 20" in diameter, will not be permitted.

25. The storage of personal property designated as boats, PWC's, RV's, cars, trucks (of any type), tractors that pull trailers, RV trailers or boat trailers or similar items may be provided for as long as said items are the property of the Association member and stored on the members lot. Lots that are vacant or have improvements cannot be used as a place to house or store inoperative vehicles. Referenced items cannot be placed on Common Areas for more than 48 hours, or in a manner that would impede the flow of traffic or create a safety hazard. The Board may request confirmation of ownership of items in question and the Property Owner will be obligated to provide such.

26. The Common Areas shall be used only by the Owners, family members, and invitees for entrance to and exit from their respective lots and for such other purposes as the Board may authorize. Common Areas cannot be used for storage of property. Damage to any Common Area will be the responsibility of the Owner who has the connection, relation, or association to the individual or individuals that has created the damage.

27. No activity which may create erosion or siltation problems shall be undertaken on any lot, lots, or parcels. All plans and specifications for the prevention and control of any such erosion or siltation must be submitted to the Board of Directors for approval and review. The Board under the advisement of the appropriate committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the runoff and drainage of water, special precautions in grading and otherwise changing the natural landscape. The EPD (Environmental Protection Division) approval or review and GSWCC (Georgia Soil and Water Conservation Commission) approval and review must be consulted.

28. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Board's written approval, be installed, altered or maintained on any lot, lots, parcels, or on any portion of a Structure visible from the exterior thereof, except: (a) Alarm Company signs; (b) such signs as may be required by legal proceedings; (c) a sign indicating the builder of a residence on the lot; (d) not more than one "For Sale" sign; provided, however, that in no event shall any such sign be larger than six (6) square feet in area; (e) directional signs for vehicular or pedestrian safety or street named signs in accordance with plans and specifications approved by the Board under the advisement of the appropriate committee; (f) signage pertaining to a graduation or college acceptance type yard signs, political signs, Back the Blue signs, first responder related signs, and signs that announce or celebrate an accomplishment or milestone so long as the six (6) square foot limitation is observed (g) signs in support of sports at all levels and types are also permitted as long as the six (6) square foot limitation is observed. Following completion of construction of a residence, any builders sign located thereon shall be removed immediately. Following completion of the sale of any lot, with or without a residence thereon, the "For Sale" sign shall be removed immediately. Upon the completion or termination of the event or circumstance in which the signage was being used for will establish the date and/or time that the signage is to be removed.

29. The Board, or its duly authorized agent, shall obtain such insurance policies upon the Common Areas, and liability protection for the Association and Board, as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association or in the case of Board member protection, the Board.

30. All Property Owners as recorded in the Franklin County Clerk of Superior Court shall provide the Board a current mailing address and contact phone number for the purpose of communicating Association matters of business and informational notices. Any Board mailings to a Property Owner that are returned due to no forwarding Address shall constitute a violation of this covenant. If it becomes necessary for the

Board to seek out the necessary information to contact an Owner a fine of \$50.00 may be assessed to the said Member or Property Owner.

31. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his/her lot or at such other address as hereinafter provided. Notices to the Board shall be in writing and shall be addressed to the Brittany Harbor Property Owners Board, P. O. Box 132, Lavonia, GA, 30553, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him/her by giving written notice to the Board. All notices to Owners and BHPOA shall be deemed delivered upon mailing by United States postal service, registered, or certified mail, return receipt requested.

32. Any Property Owner in compliance with previous Restrictive Covenants filed at the Clerk of the Court Franklin County shall be governed by paragraphs (a), (b), and (c) below.

(a) The Property Owner shall not be required to bring into compliance with Covenants the Property or any Structures (as defined herein) on the Property until such time as a change is made to the Structures on the Property, such as an expansion, modification or relocation of any such Structures.

(b) In the event of a sale of Property by an Owner the Property does not need to be brought into compliance with these Covenants until such time as a change is made to a Structure on the Property, such as an expansion, modification or relocation of any such Structure.

(c) In the event of a catastrophe, including but not limited to fire, water damage, earthquake, tornado, hurricane or other windstorm, which requires rebuilding of the Structures on the Property, the Property does not need to be brought into compliance with these Covenants so long as the Structures on the Property are rebuilt to their original size, location, and footprint.