

Stephanie Moncrief  
2150 Emerald Dr EMERALD COVE  
8ogawille Ga 30052

Deed Doc: COVE  
Recorded 08/16/2006 10:56AM

GEORGIA  
WALTON COUNTY

KATHY R. TROST  
CLERK SUPERIOR COURT, WALTON COUNTY  
Bk 02532 Pg 0263-0318

DECLARATION OF PROTECTIVE COVENANTS AND  
AMENITIES

THIS DECLARATION made and published this 1ST day of  
JUNE, 2005, by Emerald Cove Homeowners Association  
formed under the laws of Georgia and having its principal office in Walton County,  
Georgia.

WITNESSETH:

WHEREAS, Emerald Cove Subdivision occupies a certain tract or parcel of land lying  
and being in Land Lot 197 and 198, Walton County, Georgia, and being  
more fully described in the deeds transferring the property of Emerald Cove Subdivision  
Association dated June 1, 1992, and recorded in Deed Book 409, Page  
173 of the Clerk's Office of Walton Superior Court.

WHEREAS, it is to the benefit and advantage of the undersigned and its  
successors and assigns in ownership of said lots or parcels that protective covenants  
relating the use of all said property be established and that these covenants be published  
and declared to be covenants running with the land above described and said covenants  
are restricted solely to the property described in the above referenced plat.

NOW, THEREFORE IN CONSIDERATION of the benefits, the undersigned  
does hereby proclaim, publish and declare that these restrictive covenants shall apply to  
all lots set forth in the above described plat, recorded in Plat Book 60, page  
134, 185, Emerald Cove made by Emerald Cove Homeowners Association  
dated 1st day of June, 2005, and the same is hereby made a part of this  
declaration.

It is further declared that all owners, now and hereafter, including the grantees,  
their successors, heirs, administrators, or assigns, shall be bound until terminated by  
operation of law or until the 1st day of June, 2025.

The covenants are herein set for the, to-wit:

1. Swim, Tennis, and Lake Amenities: Prospective property owners acknowledge  
that the swim, tennis and lake facilities are for use by members of the Emerald  
Cove Homeowners Association. Membership in the association is mandatory.
2. Maintenance of Swim, Tennis and Lakes: All members shall share equally in the  
expense of the maintenance and upkeep of the swim, tennis and lake amenities.  
This maintenance shall include, but is not limited to, repairing of dam and  
spillway, restocking of fish, and viability of Emerald Lake, together with

tennis, recreation area and subdivision entrance and common grounds. All membership dues are due by June 1<sup>st</sup>. A late fee of 15% will be added after June 1<sup>st</sup>. Any increase in dues or fee's is subject to a vote and outcome as specified in special section "X" of Emerald Cove Homeowners Association by-laws.

3. Gasoline Engines: No gasoline or combustible engines of any type shall be allowed or used on Emerald Lake.
4. Boat Size: No boat or any other type of floating vessel shall be allowed on Emerald Lake with a length greater than twelve (12) feet.
5. Dock: No dock shall be erected to extend into Emerald Lake.
6. Maintenance of Shoreline: Each property owner shall be responsible for maintaining the shoreline abutting his property. This shall be done in a manner to provide for safe use of the lake.
7. Building Lines: No building shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to the side lot line than fifteen feet. All building lines shall be forty (40) feet from street line. For the purposes of the covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as part of a building, provided however that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.
8. Emerald Cove Homeowners Association: No homes or building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, removal of natural vegetation, specifications of materials, specification of exterior finishes, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by Emerald Cove Homeowners Association as to conformity and harmony of external finishes, colors, designs, and general quality of the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of Emerald Cove Homeowners Association.
9. Outbuildings: Approval of all outbuildings shall be subject to the same approval process as described in Paragraph 8 herein. Metal, plastic or prefabricated buildings are prohibited.
10. Signs: No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except that after written permission of Emerald Cove Homeowners Association is obtained. Emerald Cove Homeowners Association shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder.
11. Property Maintenance Requirements: The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Emerald Cove Homeowners Association may after ten (10) days notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in it's judgment, and may have dead trees, shrubs and other plants removed. Although notice given as herein above provided shall be sufficient to give Emerald Cove Homeowners

Association or its designated committee the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday.

12. Enforcement: Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person or corporation entitled to protection under these covenants may proceed at law or in equity or in any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damages for such violation.
13. Liquidated Damages: Any owner violating this covenant or permitting the covenant to be violated by a person occupying his or her premises agrees to liquidated damages not to exceed seventy five dollars (\$75.00) a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.
14. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating then in any such deed of conveyance.
15. No Waiver: The failure of Emerald Cove Homeowners Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by Emerald Cove Homeowners Association of any term, covenants, conditions, provisions or agreements shall be deemed to have been made unless expressed in writing and signed by Emerald Cove Homeowners Association.
16. Zoning: Zoning regulations applicable to property subject to this declaration shall be observed. In the event any conflict between any provision of such zoning regulations or restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.
17. Square Footage: The minimum square footage on each home constructed shall be no less than fourteen hundred (1400) square feet of heated living space.
18. Fences: Any fencing must be approved by Emerald Cove Homeowners Association. No fences shall be erected closer to the street than the back corner of the dwelling.
19. Air Conditioners: No window air-conditioning units may be visible from any street without prior approval of Emerald Cove Homeowners Association.
20. Mailbox and Post: Mailboxes may only be a white post with a black box and maintained/replaced when necessary by homeowner.

21. Carports: No carport shall be permitted in the subdivision, and the entrance to all garages shall have a garage door. All homes constructed must have a two (2) car attached garage.
22. Clotheslines: No clotheslines may be erected which would be visible from any street.
23. Parking Vehicles: No campers, motor homes, trailers, boats, commercial equipment vehicles, or any personal vehicle not currently registered by Walton County.
24. Exteriors: All brick and color tones for exterior of the buildings must be approved in writing by Emerald Cove Homeowners Association. No cedar exteriors will be allowed to be constructed.
25. Landscaping: All landscaping designs must be approved by Emerald Cove Homeowners Association and have sodded yards front of each dwelling to the street and from both side of dwelling to property lines. (Bermuda Taft No. 419 sod or other comparable approved ground cover.) All open lots must have four (4) eight foot trees in front of dwelling.
26. Architectural Guidelines: The following architectural guidelines shall be applied in general, however, Emerald Cove Homeowners Associations reserves the right for itself to approve a design which is not strictly in concordance with these guidelines if, in the sole discretion of Emerald Cove Homeowners Association, that the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:
  - Roofing materials shall be fiberglass shingles of a dark color and the roof shall have a pitch of seven/twelve (7/12) or greater.
  - Special attention shall be given as to the size, proportion and construction detail of all dormers.
  - Each plan must be individually approved for elevation, citing, color and textures of exterior materials, including retaining walls and other appurtenant structures.
  - Each plan must have a minimum overhang of one (1) foot.
  - Each plan must meet FHA guidelines.
27. Single Family Dwelling: No temporary house, shack, or tent shall be erected on said lots or parcels to be used for school or kindergartens. All lots or parcels to which these restrictions are applicable shall be used for single family residence purposes only.
28. No Lot Subdivided: No lot shall be subdivided. No two or more lots may be combined to make a single building lot without the expressed written consent of Emerald Cove Homeowners Association.
29. Dwelling plans: Before any house may be occupied it must be completely finished on the exterior in accordance with the plans approved by Emerald Cove Homeowners Association. All landscaping must be completed in accordance with design approved by Emerald Cove Homeowners Association.

30. No Exposed Blocks: Whenever a building, erected on any lot or parcel, is constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other material approved by Emerald Cove Homeowners Association.
31. No Refuse, Animals or Poultry: No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose.
32. Noise or Odors: No activities shall be carried on upon any of the properties which shall create unusual noise or odors for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 8:00 a.m. the following day.
33. Termination of Covenants: The above referred to protective covenants shall terminate on June 1, 2025.

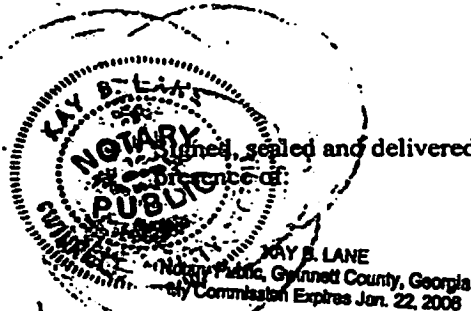
IN WITNESS WHEREOF, EMERALD COVE HOMEOWNERS ASSOCIATION has caused this declaration to be executed by Robert J. Pawich, Jr., its President, in its name by its officers duly authorized on the day and year first above written.

Emerald Cove Homeowners Association

By:

Robert J. Pawich, Jr.  
Robert J. Pawich, Jr., President

Witnessed, sealed and delivered this 1<sup>st</sup> day of June, 2005 in the



Kay B. Lane  
Notary Public  
John F. Maney  
Witness

8/16/05

SEAL AFFIXED

\* Note:

See attached documents, consent agreements for individual properties / property owners regarding mandatory association membership from May 22, 2005, and thereafter. ~~Exh. 1-51~~

8/16/05  
Exhibits