

DECLARATION OF
RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS,
EASEMENTS, RIGHTS, PRIVILEGES, ETC.

Applicable to SHAW'S BOUNTY SUBDIVISION, St SIMONS ISLAND GLYNN COUNTY, GEORGIA, a high quality, single family residential subdivision, the Plat of which was prepared by James L. Conine, Georgia registered Land Surveyor No. 1545, December 5, 1976, and is recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia.

WHEREAS, Shaw's Bounty, Inc., a Georgia corporation (herein-after referred to as "Developer") is the owner of certain real property which is described in Exhibit "A" to this Declaration; and

WHEREAS, Developer desires to subdivide said real property to establish a residential community and to provide for the preservation of the values and amenities in said subdivision, and for the maintenance of certain common facilities, and subject the real property and such addition as may hereafter be added to the covenants, restrictions, easements, charges and liens as herein set forth; and

WHEREAS, Developer has deemed it desirable for the preservation of values and amenities of said subdivision, to create an agency to which will be delegates and assigned the powers of maintenance and administration of community properties to be established in said subdivision and related facilities (as hereinafter defined), and administering and enforcing the covenants and restrictions, and collecting and disbursing assessments when and if collected, and such other charges as hereinafter provided for; and

WHEREAS, Developer has incorporated, under the laws of the State of Georgia, non-profit corporation known as the Shaw's Bounty Home Owners Association, Inc., for the purpose of exercising the function hereinafter set forth;

NOW THEREFORE, Developer hereby declares that it has impose and established the following Restriction, Conditions, Limitations, Easements, Rights, Privileges, Liens and Charges for the benefit of and use of the persons herein provided by this Declaration, on that real property shown on the aforesaid plat of Shaw's Bounty subdivision, located on St. Simons Island, in Glynn County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein and made a part hereof.

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. Except as otherwise specifies or required, the terms used in this Declaration or any Supplemental Declaration shall have the meanings specified in this Section 1.01, this Declaration shall have the meaning of the phrase or clause just

preceding it. All definitions shall be applicable equally to the singular and the plural forms of such terms.

Assessments means that owners share of the common expenses from time to time assessed against the owner by the Association in the manner herein provided.

Association means “The Shaw’s Bounty Home Owners Association, Inc.”, its successors and assigns.

Board of Directors or Board means the Board of Directors of the Association and Director means a member of the Board.

By-Laws of the Shaw’s Bounty Home Owners Association, Inc. or the By-Laws are attached hereto Exhibit “B” and are those By Laws governing the operation of the Association.

Common Properties means that portion of the property shown on the recorded subdivision plat, as described herein, or and Amendment hereof, designated by Developer for the common use and enjoyment of the owners, excluding that portion of the property subdivided into lots, dedicated streets, proposed streets and proposed lots, easements, drainage ditches, and other areas where the use of the property has been reserved by the Developer. No common Properties shall exist as such, until the Developer, by written instrument, designates such property as Common Properties and conveys the Common Properties to The Association

Common Expenses means (a) expenses of administration, maintenance, repairs and replacements of the Common Properties; (b) expenses determined by the Association to be common expenses; (c) expenses declares to be common expenses by the provisions of this Declaration or By-Laws, or any Amendment thereof.

Developer shall mean Shaw’s Bounty, Inc. a Georgia corporation, which shall be deemed to be an “owner” as such term is hereinafter defined, under the terms of this Declaration, for so long as Developer holds the record title to any lot in the Subdivision.

The Shaw’s Bounty Home Owners Association, Inc. means the association of lot owners, its successors and assigns, established pursuant to this Declaration, acting on behalf of the owners in accordance with this Declaration, for the purpose of administering the Common Properties.

Family or Immediate Family means father, mother, son, daughter, brother, sister, wife, husband.

Majority or Majority of Owners means lot owners with more than fifty (50%) per cent of the vote calculated in accordance with the votes assigned in the Declaration for voting purpose.

Lot shall mean and refer to any plot of land shown upon the recorded map of Shaw's Bounty Subdivision and assigned a number and intended to be sold as a site for a residence.

Owner or Lot Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title (or equity of redemption subject to the title of any holder of a deed to secure debt or security deed) to any lot in the Subdivision.

Person means any individual, corporation, partnership or association, trust or other legal entity.

Property meant the tract or parcel of land described in Exhibit "A" to this Declaration.

ARTICLE II GENERAL APPLICABILITY OF DECLARATION

Section 2.01 General Provision. The restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations herein set out shall apply to all lots and Common Properties designated herein, and conveyed by Developer by deeds hereafter made which make reference to this Declaration of Covenants, but shall not apply to any future extensions of said Subdivision unless specifically imposed by Developer. Such Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations shall apply just as if they were fully set out in each conveyance from Developer to any person, firm or corporation conveying and of said lots, and Developer agrees and binds itself to make all conveyances conveying said land in said Subdivision, subject to said Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations.

Section 2.02 Reservations. The Developer makes the following reservation:

(a) Developer reserves the sole right to extend said Subdivision to any and all adjacent and contiguous property owned or hereafter acquired by it and to alter any unsold lot described herein, including the additions or elimination, lakes, proposed roads and easement.

(b) Developer reserves the sol right to amend or add to the Restrictions, Conditions and Limitations to be incorporated in Deeds or Contracts for Deeds to any and all lots in Shaw's Bounty Subdivision owned by it, provided always that the amendments to such Restrictions, Conditions and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained.

(c) The right and privileges reserved and set out herein shall inure to the benefit of the successors and designates assigns of Developer.

ARTICLE III
EASEMENTS

Section 3.01 Utility Easements. Developer reserves a perpetual easement in, on, over, and under all streets, lanes and drainage and utility easements covered by these Restrictions, and in, on, over and under a strip of land ten (10) feet in width along the side and rear property lines of each lot, with the full right of entry by it or its licensees for the purpose of establishing, constructing, and maintaining and utility, with the right to erect and maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for sewerage, water, storm drainage and other utilities therein. This Reservation shall not be construed as an obligation of Developer to provide and maintain any such activity or service.

ARTICLE IV
USE OF LAND

Section 4.01 Single Family Residence. All lots in said Subdivision shall be used solely and only for residential purposes, and only one single family residential building for private residence, of a size not less than 2,000 square feet of heated area, and not to exceed two stories in height, with an attached or detached garage, shall be erected upon any lot, but more than one lot may be uses as a site for a single residence. Any residence erected on any building site in said Subdivision shall be fully completed within twelve (12) months of the date that ground is broking for construction.

Section 4.02 Set-backs of Residential Building From Property Lines. No building shall be located on any lot fronting on Frederica Road nearer than forty-two and one-half (42.5) feet from the front line of each lot. On all other lots except Lot Number One, no building shall be located nearer than thirty –five (35) feet from the front of each lot. Lot Number One, which fronts on Frederica Road. Further, no building shall be located nearer than thirty-five (35) feet of any side street, nor nearer than fifteen (15) feet from any side line, nor nearer than fifteen (15) feet from any rear lot line.

Section 4.03 Dual Facing of Residence. All residence building on lots abutting the lake areas shall be so designated and orientated on the lot as to present an attractive appearance from the lake area and from any side street.

Section 4.04 Subdividing of Property. No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to adjoining lots, In no event shall any lot, or building site fronting on Frederica Road, contain less than 32,670 square feet or have a frontage on said road of less than 150 feet. All other lots or building sites in said Subdivision shall not contain less than 21,780 square feet, or have a frontage of less than 100 feet on any street on which a residence is to face.

Section 4.05 Sewerage Disposal. No toilets shall be maintained outside of the building erected upon any lot, and all sewerage shall be disposed in the sewer system operated by the St. Simons Island Water and Sewer District. All applicable regulation of the Glynn County Board of Health must be complied with by the owner.

Section 4.06 Approval of Architectural and Landscape Plans. No building, summer house, cabana, fence, walls, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location approximate square footage and the grading of the lot to be built upon shall have been submitted to, and approved, and a copy of plans and building specifications thereof, as finally approved, shall be lodged permanently with Developer, or its successors and assigns. All building plans must have been prepared by and bear the name, signature and seal of a licensed architect. Developer shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, specification or aesthetic reasons. In so passing upon such plans, specifications or grading plans, Developer shall have the right to take into consideration the suitability of the proposed building, and the material of which it is to be built, the lot upon which the proposed residence is to be erected, the harmony thereof with the surroundings, and the effect of the building as planned, and on the view from the adjacent or neighboring property. All fences, barbecue pits and attached garages shall be constructed in general conformity with the general architecture of the residence and the materials used shall conform to the materials used in such residence.

Section 4.07 Plans. The building plans and specification shall consist of not less than the following type plans: foundation plan, action details, floor plans of all floors, elevation drawings of all exterior walls, roof plan, and lot plan showing location and orientation of building on the lot, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches, or more, breast high, and shall indicate driveway, service court on the lot, parking and all additional facilities. A landscape development plan shall be submitted and approved by developer before any landscaping is actually commenced.

Section 4.08 Cutting of Large Trees. No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots in said Subdivision without the written consent of Developer, except such trees as shall be growing within ten (10) feet of the residence to be erected thereon.

Section 4.09 Artesian Wells. No artesian wells may be drilled on any lot in said Subdivision without the written consent of Developer.

Section 4.10 Off- Street Parking. The owner of each lot, or lots, comprising a building site, shall provide an off-street parking area on his lot for his own vehicles, and at least two additional vehicles.

Section 4.11 Lot Survey Monuments. If Permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent references markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot.

Section 4.12 Hidden Service Court. A Service court , or drying yard area, hidden from the view fro the lake, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plan, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area, and other similar uses.

Section 4.13 Specific Prohibitions. The following mode of construction is expressly prohibited by this Declaration:

- (a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot, prior to construction o f the main residence, is prohibited.
- (b) Exposed foundation piers, and three-sided or lean-to buildings will not be permitted.
- (c) Asphalt, asbestos or interior wood panel siding will not be permitted.

Section 4.14 Traffic Hazards. No fences, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain, on any lot, if the location of the same obstructs traffic hazard.

ARTICLE V. PROHIBITION AGAINST NUISANCES

Section 5.01 No lot owner or occupant shall engage in any act or use of the property or allow any condition which will adversely affect any lot or its owner or occupants, cause embarrassment, discomfort or annoyance to other owners, or interfere with the use and enjoyment of the property by other owners.

- (a) There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in Shaw's Bounty Subdivision a nuisance of any kind or character.
- (b) No trash, rubbish, garage debris or similar material shall be deposited on any lot, or on the right of way of any street, expect building materials during the course of construction on the site.
- (c) No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.

- (d) No parking of trucks or trailers shall be permitted on streets or lots except during construction; and thereafter, except for delivery or pickup or remodeling and repairs, provided, however, that boat trailers for small boats not exceeding twenty (20) feet in length, may be parked on the parking area to be maintained on each lot. Larger boats, not exceeding twenty-five (25) feet may be parked in the parking area, provided the parking area has been designed and constructed in a manner approved by Developer for such purpose.
- (e) No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats and caged birds, shall be kept upon any lot without the written consent of Developer, nor shall any occupant of said Subdivision permit such livestock, fowl, other animal or reptiles to constitute a nuisance to other occupants, or owners of land in the No dogs or cats may be kept on said lots and bred, Or maintained for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance.
- (f) No advertising sign, or advertising matter, shall be erected upon or displayed or otherwise exposed to view on any lot or on any improvement on any lot in said Subdivisions, without the written consent of Developer, and Developer may enter upon any lot upon which sign is erected or displayed, and summarily remove and destroy and unauthorized sign.
- (g) No airing of bedding, or external drying of clothes or wash is permitted except within the service court described in Use of Land, Section 4.12 above.
- (h) Developer reserves the right to care for any vacant and unimproved and up kept lots in Said Subdivision, to remove and destroy tall grass, undergrowth, weeds and rubbish there-from and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of Developer, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, or lots. This reservation shall not constitute an obligation on the part of Developer to perform any of the acts above mentioned.
- (i) No oil drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted upon or under any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted, or maintained upon any lot.

ARTICLE VI
LAKES

Section 6.01 Piers, Etc. No Pier, wharf or other structure of any kind shall be erected, placed, or allowed on, in or over any portion of any lake, or marsh area, or drainage, canal, and no property owner shall have any interest or right in any such lake, marsh area, or canal unless the same is established as Common Properties by the Developer pursuant to the provision of this Declaration.

Section 6.02 Boats. No power boats, including boats propelled by outboard motors, will be permitted on the lake in the Subdivision, when developed.

ARTICLE VII
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 7.01 Membership in Association. There shall be established, pursuant to this Declaration, an Association known as “The Shaw’s Bounty Home Owners Association, Inc.” and every owner of a residential lot shall be a member of the Association. The Association shall be governed by the By-Laws of “The Shaw’s Bounty Home Owners Association, Inc.”, which are attached hereto as Exhibit “B”, and made a part hereof by reference.

Section 7.02 Voting Rights. The Association’s voting membership shall consist of all lot owners, and each lot shall be entitled to one vote. When more than one person holds an interest in any one lot, the vote for such lot shall be exercised by the individual designated to represent such lot, pursuant to the By-Laws.

ARTICLE VIII
COMMON PROPERTIES

Section 8.01 Ownership. Ownership of the Common Properties shall be in the Association. The Common Properties shall remain undivided, and no owner nor any other person shall be entitled to bring any action of partition or division of the whole or any part thereof. Each owner in the Association may use the Common Properties for the purpose for which it is intended. The maintenance and operation of the Common Properties shall be the responsibility of the Association.

Section 8.02 Easement of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Properties, subject to (i) the right of the Association to limit the number of guests of the particular owner; (ii) the right of the Association to suspend the voting rights and the right to use the Common Properties by any owner for any period during which any assessment on owners; lot remains unpaid; (iii) for a period not but exceed thirty (30) days, for any infraction of the Association’s published rules and regulations.

Section 8.03 Delegation of Use. Any owner may delegate in accordance with this Declaration, his right of enjoyment of the Common Properties to the members of his immediate family, or his tenants who reside on the particular owner's lot.

Section 8.04 Addition of Property In the event Developer subdivides additional property adjacent to Shaw's Bounty, and makes said subdivided property a part of Shaw's Bounty, pursuant to the terms of this Declaration, the additional lot owners in the new section of Shaw's Bounty, shall automatically become members of the Association and subject to the provisions of this Declaration and By-Laws.

ARTICLE IX CONENANT FOR MAINTENANCE ASSESSMENTS

Section 9.01 Creation of Liens and Personal Obligations of Assessments
Each owner of a lot, by the acceptance of Deed therefore, whether or not it shall be so expressed in any such Deed, agrees to membership in the Association and the powers of the Association created pursuant to the terms of this Declaration, including the authority of the Association to levy assessments.

Section 9.02 Assessments The annual assessments or charges and special assessments fixed, established and collected from time to time, as hereinafter provided, together with interest thereon and the cost of collection thereof, shall be a charge on and a continuing lien upon the lot against which each assessment is made, when a notice claiming a lien has been recorded by the Association, but the lien shall be recorded until such sums remain unpaid for at least thirty (30) days after the same shall become due. Such lien shall also secure all assessments which come due thereafter until the lien is satisfied. Each owner shall be liable for his portion of assessment coming due while he is the owner of a lot, and his successor in title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of the conveyance, but without prejudice to the rights of such successor to recover from the Grantor the amount paid therefore by such successor; provided, however, that any person who becomes the owner of a lot, as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage, or pursuant to any procedure in lieu of foreclosure of a first mortgage, shall be liable only for the assessments coming due after the date such person acquires title to said lot.

Section 9.03 Annual Assessments The annual assessments, when levied by the Association, shall be deposited in a common expenses fund, which shall be used to cover the common expenses of the Common Properties, including but not limited to the following:

- (a) State and county ad valorem taxes on the Common Properties;
- (b) Such insurance protecting the Association, the Board of Directors, and the owners as members of the Association, in such amounts as the Board of Directors may deem necessary or appropriate.
- (c) Maintenance charges appropriate to the upkeep of the Common Properties;

- (d) The Board of Directors may, from time to time, also provide for the establishment and maintenance of a reasonable operating or other reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens or emergency expenditures in connection with the maintenance of the Common Properties.

Section 9.04 Determination of the Annual Assessment The annual assessment for each lot shall be equal to a fractional share, determined by the number of lots in the Subdivision. The proceeds of all such assessments shall be paid to the Association, and shall be used by the Association to pay the common expenses as hereinbefore provided. The Board shall annually estimate, prepare and adopt a budget for the calendar year for the total of all common expenses which shall be paid and shall determine and establish the amount of the annual assessment on or before the 15th day of December of each year for the next succeeding year, and shall give written notice of the annual assessment for the next calendar year to each owner on or before the 31st day of December of each year. If the annual assessment proves inadequate for any reason during any calendar year, then the Board of Directors may levy at any time, a further assessment against the lot owners, which shall become effective upon twenty (20) days written notice to each owner. If for any reason, the annual budget is not adopted, and the annual assessment is not established by the Board of Directors as required hereby, a payment in the amount required by the last prior assessment shall be due upon each assessment date until changed by a new assessment.

Section 9.05 Date Assessment Commences; Due Dates. The annual assessment shall be established on the calendar year basis and shall commence as to each lot, on the date established by the Association, at its first annual meeting. That portion of each adjusted assessment attributable the number of days remaining in the year after the assessment is established. Unless otherwise provided by the Board of Directors, one-twelfth of the annual assessment for each lot shall be due and payable on the first day of each month in the assessment period, and shall be paid to the Association when due, without further notice from the Association. On demand at any time by and owner or by a purchaser under contract with an owner for the purchase of such owner's lot, the Association shall furnish a certificate in writing signed by the officers of the association setting forth whether or not the assessment on such owner's lot has been paid.

Section 9.06 Effect of Non-payment of Assessment; Remedies of The Association. Any assessment not paid with ten (10) days after due date shall bear interest from the due date at the rate of nine (9%) per centum per annum, and the Association may bring an action at Law against the owner's personally obligated to pay the same, or file a lien against such owner's lot, in which event, interest and cost, plus reasonable attorney's fee shall be added to the amount of such assessment. Each owner, by his acceptance of a deed to a lot, vests the Association or its agents with the right and power to bring all actions against him personally in the same manner as liens for improvements of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all the other owners. The association, acting on behalf of the owners, shall have the power to bid in the unit at any foreclosure sale, and to acquire,

hold lease, mortgage and convey the same. Non-use of the Common Properties or abandonment of the lot shall not constitute a defense against any action on account of any unpaid assessment.

Section 9.07 Priority of Liens. The lien of the assessment shall be prior and superior to all other liens except liens of: (i) ad valorem taxes and (ii) first liens created by security deed or deed to secure debt. The sale or transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot which is subject to a first lien, pursuant to any proceedings in lieu of foreclosures, shall extinguish the liens of such assessment as to the payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from the liability for any assessment thereafter becoming due from the liens thereof.

Section 9.08 Accounting. The Association shall maintain full and accurate books in Glynn County, Georgia, and all owners shall have a right to inspect and examine such books at reasonable times. The books shall be closed at the end of each calendar year.

ARTICLE X MAINTENANCE

Section 10.01 Responsibility of Association. The Maintenance of the Common Properties shall be the responsibility and a common expense of the Association. Maintenance as used in this Declaration shall refer to and include all upkeep, repairs and replacements.

Section 10.02 Responsibility of Owner. Maintenance of the individual lots and any improvements thereon, shall be the responsibility of, and the expense of the owner, subject to the provisions of Article V, Section 5.01 (h).

Section 10.03 Action by Association to Secure Maintenance of Individual Lots. In the event the Developer or Board of Directors shall determine that the need for maintenance by the Association is caused through the willful or negligent act of the owner, his family and guests, tenants, licensees or invitees, then the cost, both direct and indirect, of such maintenance shall be added to and become a part of the assessment to which such owner is subject; provided, however, that the Association shall give first given such owner thirty (30) days prior written notice of such default, and such owner shall not within such thirty (30) day period, have taken steps to cure such default.

ARTICLE XI GENERAL PROVISIONS

Section 11.01 Sale Period. Notwithstanding any provision herein to the contrary, it shall be expressly permissible for Developer to maintain, during the sale period (sale period is defined as the time from development of the Subdivision until such time as Developer ceases to be the owner of any lot held for sale) upon such portion of the property as Developer may deem necessary, such facilities as in the sole discretion of

Developer may be reasonably required, convenient, or incidental to the sale of the lots owned by Developer, including without limitation, a business office, storage area, for sale signs and sales office.

Section 11.02 Covenants Running With The Land The aforesaid Restrictions, Conditions, Limitations and Agreements shall be construed as covenants running with the land and shall apply to, and bind, all persons, and shall be enforceable by Developer, its successors and designated assigns, or by the failure to enforce any one; or more, shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

Section 11.03 Term. These covenants shall run with the land, and shall be binding upon Developer, and all parties and persons claiming under it for a period of twenty-five (25) years from the date that this Declaration shall be filed for record in the public records of Glynn County, Georgia; after which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said Developer, its successors or designated assigns and then the owners of a majority of the lots in said Subdivision, and said instrument shall be filed for record in the public records of said County within ninety (90) days from the expiration of the preceding period.

Section 11.04 Enforcement of Covenants. If any person or persons owning or exercising possession or control of a lot in said Subdivision shall violate, attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning property in said Subdivision or for the Developer, its successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violation, or attempting to violate any such covenants and either to prevent him, or them, from doing so, or to recover damages for such violation or both. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

Section 11.05 Effective Date. The Declaration shall become binding on the Real Property and the Association shall come into being on the date the first lot is sold. Commencing on that date, each purchaser or owner of a lot, shall be subject to all of the terms and conditions of this Declaration, the power and authority of the Association and to all assessments and charges levied by the Association, pursuant to the provisions of this Declaration.

Section 11.06 Management of Association. During the course of the sale of the various lots in Shaw's Bounty Subdivision and until the sale of the last lot, Developer shall have the right to exercise all voting rights of the owners of any lot and to perform the functions of the Association. So long as the performance of the functions of the Association is borne by the Developer, the right of the Association to fix assessments shall be suspended. Unless the Developer transfers management of the Association to the owners at an earlier date, the Developer's right to perform the functions of the Association shall expire when the last lot held by Developer for sale is sold.

Section 11.07 Amendment. Amendments to this Declaration which are authorized by this Declaration and by law and made prior to the time Developer relinquishes control over the Subdivision to the Association, shall become effective when approved by the Developer and recorded; provided, however, that no such Amendment shall adversely and materially affect any rights of any then existing mortgage holder or lot owner. In the event that such Amendment does adversely and materially affect any rights of any then existing mortgage holder or lot owner, the Amendment shall be valid only upon written consent thereto of all the mortgage holders effected thereby and seventy-five (75%) per cent of the then existing lot owners effected thereby. Such Amendment shall be certified by Developer as having been approved and shall be effective when recorded.

IN WITNESS WHEREOF, the undersigned, Shaw's Bounty, Inc., has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be affixed under proper authority of its Board of Directors, on this the _____ day of _____, 1977.

SHAW'S BOUNTY, INC.

Signed, sealed and delivered
in the presence of:

By: _____
As Its _____ President

Witness

Attest: _____
As Its _____ President

Notary Public, Glynn County
State of Georgia

My Commission Expires:

SEAL

CORPORATE SEAL