

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

SHAW'S BOUNTY HOME OWNERS ASSOCIATION  
SAINT SIMONS ISLAND, GLYNN COUNTY, GEORGIA

Approved Dec. 6, 2017

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## Original 1977 Covenants Updated in 2017

These declarations of Covenants, Conditions and Restrictions are applicable to SHAW'S BOUNTY, SAINT SIMONS ISLAND, GLYNN COUNTY, GEORGIA, a high-quality, single-family residential subdivision. The Plat of Shaw's Bounty subdivision was prepared by James L. Conine, Georgia registered Land Surveyor No. 1545, on December 5, 1976, and is recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia.

WHEREAS, Shaw's Bounty Home Owners Association, Inc., a Georgia domestic nonprofit corporation (hereinafter referred to as "SBHOA" or "the Association"), owns common properties within the Shaw's Bounty neighborhood and has responsibility to operate and maintain the properties; and

WHEREAS, SBHOA desires to provide for the preservation of the values and amenities in Shaw's Bounty; and

WHEREAS, SBHOA has deemed it desirable for the preservation of values and amenities of Shaw's Bounty to administer and enforce the covenants and restrictions, and collect and disburse assessments when and if collected, and such other charges as hereinafter provided for; and

WHEREAS, SBHOA was incorporated in 1977 under the laws of the State of Georgia as a 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, SBHOA hereby declares that it has reviewed and updated the following Covenants, Conditions and Restrictions 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 the 1977 Developer filing as Exhibit "A."

### ARTICLE I—DEFINITIONS

#### **Section 1.01. Definitions**

Except as otherwise specified or required, the terms used in this Declaration or any Supplemental Declaration shall have the meanings specified in this Section 1.01. All definitions shall be applicable equally to the singular and the plural forms of such terms.

**Assessments** mean the owner's share of the common expenses from time to time assessed against the owner by the Association in the manner explained in Article IX, which includes the annual dues assessment.

**Association** means "The Shaw's Bounty Home Owners Association, Inc." (SBHOA or the Association), 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.

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**Bylaws of the Shaw's Bounty Home Owners Association, Inc.** or the Bylaws are those rules that govern the operation of the Association.

**Common Properties** means that portion of the property shown on the recorded subdivision plat for the common use and enjoyment of the owners, excluding that portion of the property subdivided into lots, dedicated streets, easements, drainage ditches, and other areas where the use of the property was reserved by the Developer. The Developer, by written instrument, designated such property as Common Properties and conveyed 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 declared to be common expenses by the provisions of this Declaration or Bylaws, or any Amendment thereof.

**Developer** means Shaw's Bounty, Inc., a Georgia corporation, which was the firm that improved the raw land with labor and capital, and arranged for utilities and essential services, in order to sell subdivided parcels of land for building homes under the terms of the original Declaration. (The developer no longer owns any Shaw's Bounty property.)

**The Shaw's Bounty Home Owners Association, Inc. (SBHOA or the Association)** means the association of lot owners, its successors and assigns, established pursuant to the original Declaration, acting on behalf of the owners in accordance with the original and 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 percent (50%) of the vote calculated in accordance with the votes assigned in the CC&R for voting purpose.

**Lot** means and refers to any plot of land shown upon the recorded map of Shaw's Bounty Subdivision and assigned a number and sold as a site for a residence.

**Owner or Lot Owner** means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the Subdivision.

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

**Property** means the tract or parcel of land described in the Developer's original filings.

**Short Term Rentals** means rentals of less than 30 days.

## ARTICLE II—GENERAL APPLICABILITY OF DECLARATION

### **Section 2.01. General Provision**

The Covenants, Conditions and Restrictions described and explained in this document apply to all lots and Common Properties designated herein. The original deeds conveyed by the Developer make

reference to this Declaration of Covenants. These Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations apply today just as if they were fully set out in each conveyance from the Developer to any person, firm or corporation conveying said lots. These covenants are in addition to, and not in abrogation of, all applicable state and county laws and ordinances.

### **Section 2.02. Reservations**

The Developer reserved the sole right to amend or add to the Restrictions, Conditions and Limitations that were 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 were in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained. The right and privileges reserved and set out by the Developer were vested in the Shaw's Bounty Home Owners' Association at the time of its succession.

## ARTICLE III—EASEMENTS

### **Section 3.01. Utility Easements**

The Association reserves a perpetual easement in, on, over, and under all streets, lanes and drainage and utility easements covered by these Restrictions. Additionally, the Association reserves a perpetual easement 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 utilities. The utility companies have 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 the Association to provide and maintain any such activity or service.

## ARTICLE IV—USE OF LAND

### **Section 4.01. Single Family Residence**

All lots in Shaw's Bounty shall be used solely and only for residential purposes. Only one single family residential building for private residence shall be built upon any lot. Home offices are acceptable, but no resident shall operate a business that brings customers to their home to receive services. In addition, no owner may lease their property for fewer than 30 days. For longer term leases, the owner must provide to the Association a "Tenant Registration Form" providing contact information for the occupant of the home.

### **Section 4.02. Residence Size**

The residence shall be 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. More than one lot may be used as a site for a single residence. Any residence erected on any building site in Shaw's Bounty shall be fully completed within twelve (12) months of the date that ground is broken for construction.

**Section 4.03. 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. 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 4.04. Dual Facing of Residence**

All residences built 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 4.05. Subdividing of Property**

No lot shall be sold except as a whole, and can not be subdivided for the purpose of erecting a complete residence on either portion.

**Section 4.06. Sewerage Disposal**

The owner should not maintain any toilets outside of the building erected upon any lot, and all sewerage shall be disposed in the sewer system operated by the sewer system operated by Glynn County. The owner must comply with all applicable regulations of the Glynn County Board of Health.

**Section 4.07. Demolishing a House and Other Structures**

Association approval is needed to demolish a house and accompanying structures. Once demolition begins, the owner has one month to complete the demolition, remove all remnants of the original structure, and remove all debris from the site. Such approval will not be unreasonably withheld.

**Section 4.08 Construction Debris and Parking**

A dumpster or some other means to collect scrap building material/debris must be provided on each site. Dumpsters must be equipped with travel screens and are to be regularly emptied. Debris and scrap building material must not litter the building site or adjacent properties. Fires or burning of trash on any building site either during or after construction is prohibited. Littering of streets, parkways, and other properties is prohibited.

Parking of vehicles by the builder, subcontractors, workmen, and construction material delivery personnel must be on the construction site when practicable. When parking on the street is necessary, such parking should normally be only on the side of the street where the house is located. Parking on common areas is prohibited. Parking on private property may only be done with written permission of the owner.

**Section 4.09. New House Plans**

All new house building plans must have been prepared by and bear the name, signature and seal of a licensed architect. 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. For new construction, a landscape development plan shall be submitted and approved by the Association before any landscaping is actually commenced.

#### **Section 4.10. Other Construction**

Before an owner can erect a building, summer house, cabana, fence, walls, swimming pool, or other structure or add to an existing structure or make an exterior change or alteration to current structures, he or she must submit 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 to the Association for approval.

The Association shall have the right to refuse to approve any such building plans, specifications, and grading plans that are not suitable or desirable in its sole opinion, for any reason, specification or aesthetic. In so passing upon such plans, specifications or grading plans, the Association 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 with the surroundings, and the effect of the building as planned, and on the view from the adjacent or neighboring property.

#### **Section 4.11. Fences and Other Additions**

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. Failure to obtain approval may result in legal action to halt or remove the structure.

#### **Section 4.12. 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 Shaw's Bounty without the written consent of the Association, except such trees as shall be growing within ten (10) feet of a residence to be erected. Dead trees may be removed without approval.

#### **Section 4.13. Off-Street Parking**

Each owner shall provide an off-street parking area on his lot for his own vehicles and at least two additional vehicles.

#### **Section 4.14. Lot Survey Monuments**

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

**Section 4.15. Hidden Service Court**

A service court, which is the area hidden from any lake, adjacent street or adjoining landowners' view as a part of the construction or landscaping plan, is required for each home and should be constructed to provide space for garbage and trash cans, wood piles, clothes drying area, and the like.

**Section 4.16. 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 of the main residence, is prohibited.
- (b) Exposed foundation piers, and three-sided or lean-to buildings will not be permitted.

**Section 4.17. Traffic Hazards**

No fences, walls, hedges, shrubs, bushes, trees or other things, natural or artificial, shall be placed, maintained or permitted to remain on any lot if it obstructs traffic and creates a hazard.

**ARTICLE V—PROHIBITION AGAINST NUISANCES**

**Section 5.01. Nuisances**

No lot owner or occupant shall engage in any act or use of the property or allow any condition that 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. Once brought to board attention by a resident, if the board deems action is necessary, the situation will be addressed via letter or email to the lot owner describing the CC&R violation, a specific timetable for addressing the issue, and the consequences for non action.

- (a) A nuisance of any kind or character shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in Shaw's Bounty.
- (b) No trash, rubbish, garage debris or similar material shall be deposited on any lot, or on the right of way of any street, except in the case of severe storm damage where residents are required by the county to stack debris so that county vehicles can remove said debris.
- (c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which is, or may become, an annoyance or nuisance to the neighborhood.
- (d) No parking of construction trucks or trailers shall be permitted on streets or lots except during construction and thereafter are only permitted for delivery, pickup, remodeling and repairs.
- (e) Motor homes, RVs, travel trailers and empty boat trailers shall not be parked within the boundaries of the Shaw's Bounty neighborhood.
- (f) Boat on trailers not exceeding twenty-five (25) feet in length may be parked in the parking area to be



maintained on each lot if they are screened from the street.

(g) Only domesticated dogs, cats and caged birds shall be kept as pets upon any lot in Shaw's Bounty. Shaw's Bounty residents shall not permit their pets to constitute a nuisance to other occupants, or owners. No dogs or cats may be bred for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. As per county ordinances, pets should not roam free and owners should pick up pet waste from other properties, including common HOA properties.

(h) No advertising sign, including company signs for businesses performing work at your home or real estate signs shall be erected upon or displayed or otherwise exposed to view. Additionally, other advertising matter, such as advertising messages on vehicles, should be removed from view from the neighborhood streets. Small signs that indicate the presence of a security system are allowed.

(i) No airing of bedding or external drying of clothes or wash is permitted except within the service area described in Use of Land, Section 4.15 above.

(j) The Association reserves the right to care for any vacant, unimproved and unkept lots in Shaw's Bounty. This could include removing and destroying tall grass, undergrowth, weeds and rubbish as well as any unsightly and undesirable thing that is visible. It also includes doing any other things and performing any labor necessary or desirable, in the judgment of the Association, to maintain the property neatly and in good order, 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 the Association to perform any of the acts above mentioned.

(k) No oil drilling, oil development operation, oil refining, quarrying, mining operation or communication towers 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. No Piers or Other Structures**

No pier, wharf or other structure of any kind shall be erected, placed, or allowed on, in or over any portion of any lake, marsh area, drainage, or canal, except for structures to prevent erosion, which would need Association, County and Department of Natural Resources approval.

### **Section 6.02. No Power Boats**

No power boats are permitted on the lakes.

## ARTICLE VII—ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

### **Section 7.01. Membership in Association**

An Association known as "The Shaw's Bounty Home Owners Association, Inc." was established in 1977 and is still in place today. Every owner of a residential lot is a member of the Association. The Association is governed by the Bylaws of The Shaw's Bounty Home Owners Association, Inc., which is available and made a part of this document 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 Bylaws.

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 or 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 they are 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 owner's lot remains unpaid; (iii) for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

**Section 8.03. Structures**

No owner has the right to erect, place or allow to be built any structure of any kind on Common Properties. Doing so can result in the Association requesting the structure to be removed, or the Association removing the structure at the owner's expense.

**Section 8.04. 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.

ARTICLE IX—COVENANT 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. 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. 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 November** 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 **15th day of December** of each year. If the annual assessment proves inadequate for any reason during any calendar year, then the Board 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 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 9.03. 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. Date Assessment Commences; Due Dates**

The annual assessment is established on the calendar year basis. Payments of assessment fees will be due by February 1 each year. When an owner or a purchaser under contract with an owner for the purchase of such owner's lot makes a request, the Association shall immediately 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 9.05 Effect of Non-payment of Assessment; Remedies of the Association**

Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring legal action to force payment against the owner personally obligated to pay the same, or file a lien against such owner's lot, in which event, interest and costs, including reasonable attorney's fees, 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 9.06 Assessment Liens**

The annual assessments or charges and special assessments that are fixed, established and collected from time to time, as hereinafter provided, together with interest and the cost of collection, 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. A lien shall not 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 that 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 9.07 Priority of Liens**

The lien of the assessment shall be prior and superior to all others 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 the owner of such lot from the liability for any assessment.

#### **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 (j).

**Section 10.03 Action by Association to Secure Maintenance of Individual Lots**

In the event the Association 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 costs, 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 have 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. Covenants Running With the Land.**

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

**Section 11.02. Term**

These covenants shall run with the land. They were binding upon the Developer, and all parties and persons claiming under it for a period of twenty-five (25) years from 1977, the date this Declaration was filed for record in the public records of Glynn County, Georgia; after which time the covenants were extended automatically for successive periods of ten (10) years in 2002 and 2012. To remain binding after updating these covenants, the document must be signed by the Developer's successor, which is the SBHOA Board, and approved by a majority of the owners of the Shaw's Bounty lots. Once approved by the members of the Association, the instrument must be filed in the public records of Glynn County within ninety (90) days from the expiration of the preceding period.

**Section 11.03. Enforcement of Covenants**

If any person or persons owning or exercising possession or control of a lot in Shaw's Bounty shall violate or 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 SBHOA, its successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, 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 way affect any of the other covenants which shall remain in full force and effect.

Approved Dec. 6, 2017

**Section 11.04 Effective Date**

The Declaration was binding on the Real Property and the Association came into being on the date the first lot was sold. Commencing on that date, each purchaser or owner of a lot, was 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.

*IN WITNESS WHERE OF, the undersigned, Shaw's Bounty Home Owners Association, Inc. through an affirmative vote of more than 75 percent of its membership has caused this instrument to be executed by its duly authorized board members on the 6<sup>th</sup> day of December 2017.*

**Signed, sealed and delivered this 16<sup>th</sup> Day of December in the presence of:**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Ken Lambright, President, Shaw's Bounty Home Owners Association, Inc.

**In the state of Georgia, County of Glynn**, this instrument was acknowledged before me this 16<sup>th</sup> day of December, 2017, by Ken Lambright, president of Shaw's Bounty Home Owners' Association, a Georgia corporation, on behalf of the corporation.

\_\_\_\_\_ Personally Known \_\_\_\_\_ Produced Identification \_\_\_\_\_

By: \_\_\_\_\_

Peggy Chamberlin, Notary Public, State of Georgia

**Approved Dec. 6, 2017**

**Section 11.04 Effective Date**

The Declaration was binding on the Real Property and the Association came into being on the date the first lot was sold. Commencing on that date, each purchaser or owner of a lot, was 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.

*IN WITNESS WHERE OF, the undersigned, Shaw's Bounty Home Owners Association, Inc. through an affirmative vote of more than 75 percent of its membership has caused this instrument to be executed by its duly authorized board members on the 6<sup>th</sup> day of December 2017.*

**Signed, sealed and delivered this 16<sup>th</sup> Day of December in the presence of:**

Witness: Martha A Johnson

By: [Signature]

Ken Lambright, President, Shaw's Bounty Home Owners Association, Inc.

**In the state of Georgia, County of Glynn**, this instrument was acknowledged before me this 16<sup>th</sup> day of December, 2017, by Ken Lambright, president of Shaw's Bounty Home Owners' Association, a Georgia corporation, on behalf of the corporation.

Personally Known  Produced Identification <sup>pc</sup> [Signature]



By: Peggy Chamberlin  
Peggy Chamberlin, Notary Public, State of Georgia