

After Recording, Please return to:  
Mr. Charles T. Huggins, Jr.  
\*The Huggins Firm, LLP  
679-B North Belair Road  
Evans, GA 30809

FILED  
LINCOLN COUNTY GEORGIA  
AUG 15 2006  
11:10 AM  
SUPERIOR-JUVENILE COURTS  
BRUCE C. BEGGS, CLERK

GEORGIA, LINCOLN COUNTY  
OFFICE OF CLERK FOR SUPERIOR COURT:  
FILED AT 11:07 AM  
DATE August 15, 2006  
RECORDED # DEED  PLAT  J&L RECORD  
165 AT PAGE(S) 613-107  
DATE August 15, 2006  
BRUCE C. BEGGS, CLERK  
BY Amanda L. Brown  
 CLERK  DEPUTY CLERK

**DECLARATION OF RESTRICTIVE COVENANTS  
APPLICABLE TO PROVIDENCE FERRY**

WHEREAS, Energy Conversion Corp., (hereinafter referred to as the Developer), a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located in Lincoln County, Georgia, which it is developing into a community know as Providence Ferry Subdivision.

AND WHEREAS, The Developer wishes to impose through this declaration, certain restrictive covenants affecting said lands.

NOW, THEREFORE, the Developer does hereby declare the covenants contained herein shall be covenants running with the land and shall apply to the following lots, tracts or parcels of land shown on a certain plat of survey of Providence Ferry, dated July 8, 2006, prepared for Energy Conversion Corp. by Jim Mattison, RLS, to be recorded in the Office of the Clerk of the Superior Court of Lincoln County, Georgia.

(see Exhibit "A" attached for a more particular legal description):

**ARTICLE I**

**RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES**

1. Land Use and Building Types. All lots shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. No mobile home, tent, barn or other similar outbuilding or structure or any structure of a temporary

character shall be placed on any Lot at any time, either temporarily or permanently; however, that this prohibition shall not apply to shelters or temporary structures used by a contractor during construction of dwelling units, which shall be promptly removed upon completion of construction.

2. Construction Requirements. The minimum heated square footage of any home shall be 1800 square feet exclusive of porches, garages and breezeways. No two story residents shall be constructed containing less than 1400 square feet of heated space on the first or ground floor. All residences must have garages either attached or detached. All garages must contain a minimum of 480 square feet. All residences must contain an additional 100 square feet of non heated area for storage of miscellaneous personal property. All construction must meet all county and state building codes and in no event shall a structure be placed within the subdivision which does not meet as a minimum the requirements of local building codes.

3. Roofing Materials. To achieve a harmonious exterior of residences, all roofing materials shall be dark brown, black or gray. Use of roofing materials other than asphalt or fiberglass shingles will not be permitted unless a written variance is obtained from the Architectural Review Board.

4. Swimming Pools. No swimming pool shall be constructed without approval in writing by the Architectural Review Board. All swimming pools must be installed below ground level and have a fence surrounding the installation and such fence shall be accordance with the other provisions of these restrictive covenants pertaining to fences.

5. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Lincoln County, except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to re-plat and change the boundary lines or subdivide any Lot or Lots owned by it; and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot.

6. Location of Building on Lot. No building of any kind or character shall be erected on a Lot nearer than fifty (50) to the front lot line, nor shall any building of any kind or character be erected within ten (10) feet of any side property line of a lot. The main residential building, nor any part thereof, on each Lot shall not be erected within five (5) feet of the rear Lot line. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines. Corner lots that face two streets shall adhere to the front setback minimums on each street.

7. Zoning Restrictions. Zoning ordinances, restrictions and regulations of Lincoln County and their various agencies applicable to the Property shall be observed. In the event of any conflict between any provisions of this Declaration and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

8. Completion of Construction within One Year. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamities.

9. Reconstruction of Damaged Structures. Should any dwelling unit or other structure on any portion of the property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to neat and acceptable condition within six (6) months after the date of such destruction.

10. Fences. Fences fronting the street must be constructed out of wood, brick, stone, wrought iron, or a comparable material; chain link is prohibited except on the side and rear of a residence and must be black in color. No fence, wall, hedge or similar structure shall be constructed or maintained on any Lot more than five (5) feet in height or nearer the street boundary line of the Lot than the front line of the main residential building as extended to the side lot lines.

11. Parking and Automobiles. Each Lot Owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure.

12. Docks. The U.S. Army Corp of Engineers may issue permits at their sole discretion for the installation of docks on Lake Thurmond on the shoreline adjacent to the property.

(a) General Location Requirements - Although subject to change at the sole discretion of the Corps of Engineers, the permitting is currently based on fifty (50) feet minimum spacing between adjoining docks and can protrude no more than one-third the distance across a cove.

(b) Particular Location Requirements - As outlined below, in cases where multiple docks are permissible but spacing does not allow for individual docks, certain lot owners must utilize shared private adjoining docks as mandated by the Corps of Engineers regulations (those regulations are subject to change at the sole discretion of the Corps of Engineers). Failure to do so can create loss of dockable area and subject those lot owners to claims of loss and result in breach of these covenants. Lot owners may not apply for individual docks where it has been determined that community docks are necessary. The following lot owners will share private adjoining docks:

Lots A28-A31 & A40 will share a dock located on Corps of Engineers property adjacent to lot A28 as projected 90 degrees from the rear lot corner pins.

Lots A41 – A45 will share a dock located on Corps of Engineers property adjacent to lot A44 as projected 90 degrees from the rear lot corner pins.

Lots A68-A71 & B6-B7 will share a dock located on Corps of Engineers property adjacent to lot A68 as projected 90 degrees from the rear lot corner pins.

Lots B8-B13 will share a dock located on Corps of Engineers property adjacent to lots B18 & B19 as projected 90 degrees from the rear lot corner pins.

Lots B14 & B16-20 will share a dock located on Corps of Engineers property adjacent to lot B20 as projected 90 degrees from the rear lot corner pins.

Lots B-54 – B59 will share a dock located on Corps of Engineers property adjacent to lot B54 as projected 90 degrees from the rear lot corner pins.

Also lots A27, A45, A67, B21 & B53 will located their individual docks at least 50 feet away from the closest point of the adjacent private adjoining dock, or it's proposed location.

\* The precise location on the lots specified above of any shared private adjoining dock is not identified in any recorded plat. The developer will erect and attach any and all shared private adjoining docks. Once these docks are attached, their location will be permanent as required by the Corps of Engineers, and the Developer will have no further obligation to alter, maintain, repair, or improve said docks in any manner whatsoever. It shall be the sole, permanent and continuing obligation of the lot owners identified above to alter, maintain, repair, and/or improve their shared dock.

## ARTICLE II

### UTILITY AND DRAINAGE EASEMENTS

1. Reservation of Easement. The Developer reserves unto itself, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear five (5) feet inside of each Lot and the five (5) feet inside of each side Lot boundary line. Where a larger easement is shown on any Recorded plat or other Recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly

includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

2. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a Lot pursuant to the provisions of this Article, the installing party shall restore such portion of the Lot as nearly as is reasonably possible to its condition immediately prior to such installation.

### ARTICLE III

#### LAND USE RESTRICTIONS

1. Animals. No poultry, swine, cows, goats, mules or other farm animals or fowl shall be maintained on any Lot. Horses are allowed on parcels of three (3) acres or more. No more than two (2) cats, dogs or similar domestic pets may be kept on any Lot except with the written permission of the Architectural Review Board. All pets kept within the property must be secured by a leash or lead, or under the control of a responsible person at any time they are permitted outside a house, a dwelling, or other enclosed area approved by the Architectural Review Board for the maintenance and confinement of animals.

2. Screened Areas for Unsightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, clotheslines, and other unsightly objects may be maintained except in screened areas that conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Review Board prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

3. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article IV, paragraph 3, hereof. It

shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the property as a whole or the specific area of his Lot.

4. Vehicles. No vehicle of any type (including but not limited to automobiles, motorcycles, boats, trailers, trucks, buses, motor homes and campers) other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any portion of the Property or on the streets and roads running through the property except during the period of construction of a dwelling unit or units thereon; provided, however, that campers, boats and boat trailers or motorcycles, used for purely recreational purposes may be parked or maintained on a lot, but only if parked or maintained in a garage or in a screened area where they are not visible from streets or roads running through the property. No such vehicle shall be parked in the front of any home. All motorized vehicles must contain a muffler system to reduce noise in order not to create an annoyance or a nuisance to the lot owners by reason of their operation. In no instance will the aforesaid motorized vehicles be permitted to operate on any of the walkways, paths, or other areas of the subdivision designated as common areas.

5. Hobbies. The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot.

6. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any portion of the property. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such nature as may diminish or destroy the enjoyment of other portions of the property.

7. Signs and Mailboxes. No sign shall be erected or maintained on any portion of any property, within the road right of way. The Developer reserves the right to restrict size, color and content of signs placed on the lots. One Association approved

marketing sign may be placed on each lot. The Association reserves the right to remove any signage deemed to be in violation without any prior notice to Property Owner. All signs will be no more than 3' x 3' in size. All approved signs shall be placed no more than four (4) feet off the ground. The style and size of any mailbox will be specified by the Architectural Review Board and will be uniform throughout the property.

8. No Interference with Streams. No property Owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond.

9. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure on any lot except as follows: A Lot Owner may make written application to the Architectural Review Board for permission to install a satellite dish and such permission shall not be unreasonably withheld. Satellite dishes must be small and located behind the rear line of the home and inside the minimum building line and must be completely screened from view and such screening approved by the Architectural Review Board.

10. Erosion Control. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes, ponds and streams, the Developer, its successors and assigns, and its agents shall have the right to enter upon any portion of the property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. The property owner is responsible to take all measures necessary, including, but not limited to, the installation of silt fencing to control sedimentation and erosion. These preventative measures shall take place prior to the disturbance of any soil. The Developer, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Developer shall then exercise its right to enter upon that portion of the Property in order to take necessary corrective action. The cost of such erosion prevention measures when performed by the Developer shall be kept as low as reasonably possible. The cost of such work, when performed by the Developer, its successors or assigns, shall be paid by said Owner of that portion of the Property on which the work is performed. The provisions of this paragraph



shall not be construed as an obligation on the part of the Developer to perform grading work or to construct or maintain erosion prevention devices.

11. Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Lincoln County Health Department. Approval of such systems as installed shall be obtained from such authority.

#### ARTICLE IV ADDITIONAL COVENANTS

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Developer and persons claiming under them specifically including but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration after which time, all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal for an additional ten (10) year period. There shall be no change in the terms of these Restrictive Covenants unless property owners vote for said change by a two thirds (2/3) majority of the lot owners.

2. Amendment of Covenants. The Developer as Declarant of these covenants does hereby reserve for itself and its successors and/or assigns the right to alter and/or amend these covenants until such time as this right has been relinquished or assigned in writing by instrument duly recorded in the Lincoln County Clerk of Superior Court's Office.

3. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Property Owners, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer shall have the right to proceed at law or in equity

to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing the Developer shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

4. No Liability. The Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Board whether given, granted or withheld.

5. Assignment of Company's Rights. The Developer reserves the right to assign in whole or in part to a successor in title its rights reserved in these covenants which include, but are not limited to, its right to appoint members of the Architectural Review Board, to establish rules and regulations, and all other rights reserved herein by the Developer. Following assignment of such rights, the assignee shall assume all of the Developer's obligations which are incident thereto (if any) and the Developer shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Developer to an assignee shall be made by written instrument that shall be recorded in the Office of the Clerk of Superior Court for Lincoln County, Georgia.

6. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgments shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

7. Variance. The developer reserves the right to issue a variance to these covenants, if in it's sole discretion, the variance will not have an adverse effect on any other lots in the subdivision.

## ARTICLE V

### OWNERS' ASSOCIATION

The Providence Ferry Owners' Association, Inc. has been organized by the Developer as a Georgia Non-Profit Corporation to be comprised of individual lot owners of the subdivision, and it will be controlled by its bylaws.

1. Purpose of Association. The association has been organized to provide an entity to hold title to the common property (common to all lot owners) after said property has been deeded by the Developer to the association. Further, the association will operate and maintain the common property, and it will provide a means whereby the property owners may carry out the provisions of this agreement and such other objectives as may be given the association.

2. Membership and Voting. Upon purchasing any lot in the subdivision, lot owners shall become members of the Owners' Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of a lot. Lot owners will elect a Board of Directors to control the duties of the Association. Each lot owner is entitled to one vote per lot owned in the subdivision. The Association shall have two classes of voting members:

- (a) Class A: Class A members shall be all property owners with the exception of Developer, its successors and/or assigns. Class A members will be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot or parcel, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall no more than one vote be cast with respect to any lot owned by Class A members.
- (b) Class B: The Class B member shall the Developer, its successors and/or assigns, who shall be entitled to hold and exercise a total

number of votes equaling the actual number of all Class A member votes plus one. After all lots are sold in Providence Ferry which shall include any future development incorporated into Providence Ferry, the Class B votes shall cease to exist, and all remaining votes will be Class A votes.

3. Fees and Assessments. The initial association dues will be \$300.00 per year. Notwithstanding the foregoing, the Owners' Association shall have the right to determine the amount of funds necessary on an annual basis to maintain the common areas and to levy an annual assessment or dues on each lot in the subdivision. Dues will be assessed annually on the 30<sup>th</sup> day of June. Property owners are subject to special assessments if the current annual fees are not sufficient to cover anticipated expenses. The amount of the annual assessment may be increased or decreased each year by the Board of Directors of the Association. The Developer here in shall not be required to pay any membership fees, annual dues, or assessments as may be levied from time to time by the Association.

4. Architectural Review Board. For the mutual protection of all of the property owners, there is established an Architectural Control Board who shall have the responsibility of approving all improvements made within this subdivision and for advising the association in the enforcement of these covenants.

(a) "Membership": The committee shall be composed of not less than two (2) persons and initially shall be composed of Kenny Jeffcoat and Roy Jeffcoat, who shall serve until all lots are sold by the Developer. Any successors to Kenny Jeffcoat and Roy Jeffcoat shall be appointed by Developer until all lots are sold. Thereafter, the directors of the association shall replace and designate members in such numbers in such members and for such terms as the membership of the association may direct.

(b) "Approval Required": Before constructing a residence or building of any type including additions, alterations and renovations of existing properties, or before constructing any type of improvement including landscaping, fencing or paving, or any other permanent structure, it shall

be mandatory for the builder or purchaser or property owner to first submit the building plans, specifications and plot plan showing the location of such building, any and all improvements, the landscaping, the fencing, the parking pads, and a description of the exterior including but not limited to colors, types of materials and design, and a marking of existing trees that are to be removed, an indication of the number of curb cuts to be supplied to the property, with two such cuts being the maximum allowed.

(c) "Form of Application and Fee": Any and all such applications for approval shall be submitted on such forms as may be approved from time to time by the Architectural Control Committee.

(d) "Total Discretion of the Committee": The committee may reject any application for approval in whole or in part, for any reason whatsoever, including its judgment of the aesthetics of the improvements and such denial shall be final. All applications will be reviewed within thirty days upon actual documented receipt (as acknowledged by signature of a member of the committee), and any application that is not approved in writing shall be deemed rejected. No liability shall attach to any member of the committee for their performance of their duties.

(e) Preservation of Trees and Vegetation. Since living trees contribute to aesthetic value, no tree, shrub, or other vegetation may be removed from a Lot without the written approval of the Architectural Control Committee. Approval for the removal of trees, shrubs and vegetation located within twenty (20) feet of a main dwelling building or within twenty (20) feet of the approved site for such building will be granted.

5. Transfer of Control. The developer will exercise control of the Association by retaining a majority of voting rights until such time as all lots are sold or at an earlier date of developers choosing. Transfer of control will be by relinquishment of voting rights by developer and assignment of restrictive covenants and bylaws to the Association.

EXHIBIT "A"

All those lots or parcels of land, with improvements thereon, situate, lying and being in the State of Georgia, County of Lincoln, being known and designated as Providence Ferry Subdivision, as shown on a plat prepared by **Mattison & Associates Land Surveyors** dated July 8, 2006 for Energy Conversion Corp., and recorded in the Office of the Clerk of Superior Court of Lincoln County, Georgia in PC A, Slide 166-168 Panel A-D. Reference is hereby made to said plat for a more complete and accurate description of said property hereby conveyed.



Lots A28-A31 will share a dock located on Corps of Engineers property adjacent to lot A28 as projected 90 degrees from the rear lot corner pins.

Lots A40-A43 will share a dock located on Corps of Engineers property adjacent to lot A43 as projected 90 degrees from the rear lot corner pins.

In addition the following sub-paragraphs will be added to the same Article 1, Paragraph 12, Sub-paragraph (b) of the Declarations:

Lots C6-C10 will share a dock located on Corps of Engineers property adjacent to lot C11 as projected 90 degrees from the southern rear lot corner pin that marks the boundary between lots C10 & C11 .

The dock location for lot C11 will be adjacent to Corps of Engineers property as projected 90 degrees from the northern rear property pin that marks the boundary between Lots C11 and C12.

The dock location for lot C12 will be adjacent to Corps of Engineers property at a spot at least fifty (50) feet in a general northerly direction from the dock location for lot C11 above-identified.

\* Regarding the identification of lots contained herein, the capital letter preceding each lot number refers to that particular phase in Providence Ferry (Phase A, Phase B, or Phase C) in which such lot is located.

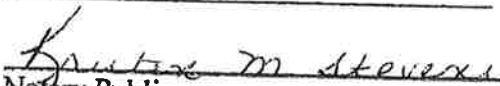
Except as specifically modified herein, the Declarations and the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed, under seal, by its duly authorized officers, the day and year first above written.

ENERGY CONVERSION CORP.

BY:  (L.S.)  
As Its: President/Vice President

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
Notary Public SC Aug 1, 2016