

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COLEMAN COVE**

State of Georgia
County of Rabun
Our File No. 03-10

THIS DECLARATION is made on this 7th day of March, 2003 by Realmark Coleman River, L.L.C, a Georgia Limited Liability Company (hereinafter called the "Developer") as follows;

WITNESSETH

WHEREAS, Developer owns all of the property and tracts known as **Coleman Cove** as shown on that certain plat of survey recorded in Plat Book 49 at page 232 in the office of the Clerk of Rabun Superior Court (The "Subject Property"); and,

WHEREAS, it is to the interest, benefit and advantage of the Developer and the owners of the above-referenced tracts that certain Covenants and Restrictions governing and regulating the use and occupancy of the tracts be established, set forth and declared to be covenants running with the land; and,

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions. The following terms when used in this Declaration (unless the context shall clearly indicate to the contrary), shall have the following meaning:

- (a) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements, obligations, and conditions set forth in this Declaration.
- (b) "Declaration" shall mean this instrument, the Declaration of Covenants and Restrictions for **Coleman Cove** and all attachments and exhibits.
- (c) "Developer" shall mean Realmark Coleman River, L.L.C., a Georgia Limited Liability Company.
- (d) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a tract (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined).



(e) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, Limited Liability Company, joint venture association or any other such entity.

(f) "Plat of Survey" shall mean and refer to that certain survey dated July 12, 2002, prepared by Samuel L. Duvall and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 232 and incorporated herein by reference.

(g) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration.

(h) "Single Family Residence" shall mean and refer to each single family detached house and/or each single tract of subdivided property intended for a single family detached house or any other equivalent form of residential building.

(i) "Tract" shall mean and refer to each separately platted and numbered area of subdivided property shown and described upon a plat of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 232, and incorporated herein by reference.

ARTICLE 2

Property Subject to Declaration; Effect Thereof

Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lot 44 of the First Land District of Rabun County, Georgia, and being Tracts 1 through 16 inclusive of Coleman Cove, as described upon a plat of survey dated July 12, 2002, prepared by Samuel L. Duvall and recorded in the office of the Clerk of Rabun Superior Court in Plat Book 49, Page 232. Said survey is incorporated herein by reference for a full and complete description of all of the Tracts shown thereon.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property does agree, and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

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ARTICLE 3

Protective Covenants

Developer does hereby create, establish and declare the following Covenants and Restrictions to apply to the Restricted Property and to all persons owning a tract now or hereafter.

1. Tracts shall be used for single family residential purposes only. No business or commercial activity shall be conducted on any of such tracts.
2. No mobile homes shall be allowed upon a tract. For purposes of these Covenants and Restrictions, the term "mobile home" shall include modular homes, manufactured homes, doublewide houses with shingle roofs, house trailers, campers and other homes delivered to the property with wheels affixed. Provided, however, one over the road recreation vehicle shall be allowed upon a tract so long as such vehicle is not permanently installed or occupied as a residence.
3. Only one single-family residence may be located upon a tract and such residence shall have a minimum of 1,100 square feet of heated floor space. Provided, however, the owner of a tract may construct a guesthouse upon said such tract provided that such guesthouse is not used for commercial purposes, or short term or long term rental. The exterior of any residence located on a tracts shall be finished in wood, vinyl siding, stucco, brick or stone or a combination of such materials. The exterior of any such structure shall not contain any exposed concrete block. In the event the exterior of any such structure contains exposed concrete block, then all concrete block used in the construction of the structure shall be covered with wood, vinyl siding, brick, stucco or stone or a combination of such materials.
4. Building materials including but not limited to lumber, brick, stone, cinder block or concrete may not be stored on any tract except for the purposes of construction on such tract and such materials may not be stored upon a tract for longer than the length of time reasonably necessary for construction of any residence or structure to be located upon said tract.
5. All residential structures and other outbuildings constructed upon a tract shall be completed within one (1) year from the date of commencement of construction.
6. Any outbuildings constructed upon any tract shall be constructed in accordance with the same guidelines required for residential structures except as to required square footage.
7. Roofs of any residence, structure or outbuilding may be metal or composition shingles or wood shakes. Metal roofs must be painted.
8. No owner of a tract may erect any structure or improvement upon any portion of a tract lying within twenty-five (25) feet from the right-of-way of any road that forms the boundary of the tract as shown upon the above-referenced plat of survey. No owner of a tract may erect any structure or improvements upon any portion of the tract lying within fifteen (15) feet from any other boundary line of the tract.
9. There shall be no obnoxious or offensive activities conducted upon a tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each tract shall be kept in a neat and tidy condition and refuse, waste, garbage, junk, inoperative motor vehicles or other objects of a similar nature shall not be kept upon a tract.
10. No pigs, sheep, cattle, poultry or fowl or other farm animals may be kept upon a tract. A property owner may keep a reasonable number of horses upon a tract provided that such horses are not kept for any commercial purpose. A reasonable number of domestic household pets may be kept upon a tract, provided, however, that such use is not for commercial or business purposes. No tract owner shall allow any animal to become an annoyance or nuisance to the neighborhood.

11. All household refuse and garbage shall be placed in underground containers or in a screened in area concealed from the adjacent dwellings and roads. All above ground storage tanks for fuel shall be placed in a screened in area and concealed from adjacent dwellings and roads.
12. Any fencing installed upon any tract on an area lying along a platted road or lying within 100 feet of a platted road shall be board fencing or artificial board fencing. No chain link fences may be installed upon any tract on an area visible from any road.
13. Any trees or timber cut or removed by an owner or felled by storm or natural disaster shall be removed from the property within a reasonable period of time and any remaining stumps shall be removed and the resulting area shall be filled and sown with grass or other vegetation.
14. Any hobby or activity involving the assembly and disassembly of motor vehicles or other mechanical devices shall be conducted within an enclosed building.
15. No hunting, target shooting, discharging of firearms for pleasure or discharge of fireworks shall be allowed upon a tract.
16. The Developer reserves the right at any time to alter the boundary lines of any tract or tracts owned by the Developer. After sale and conveyance by the Developer, a tract may be subdivided one time and only one time for the purposes of creating an additional residential tract. Provided, however, an Owner may subdivide a tract at any time for the purposes of adding additional acreage to an adjacent tract.
17. No individual sewage disposal systems shall be permitted on a tract unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of said system as installed shall be obtained from the appropriate governmental authorities prior to such installation.
18. No commercial signs of any kind shall be displayed to the public view on a tract except for one sign advertising such tract for sale or rent or signs used by a builder to advertise the tract during the construction and sales period or to advertise the lending institution financing such construction.
19. All utilities including, but not limited to electrical service, gas lines, phone lines, cable TV, water lines and sewer lines shall be placed underground.
20. The owner or owners of a tract shall be responsible for the costs of repair of any damage to any road shown upon the above-referenced plat of survey and the extension of said road to Coleman River Road, such damage being caused by the owner or owners of the tract or any employee, agent, contractor or sub-contractor of the owner or owners.
21. No owner of owners of a tract shall engage in any activity including but not limited to excavating or grading, in violation of any ordinance, statute, law, rule or regulation concerning soil erosion, sedimentation and erosion enacted by any state, county or local government or agency.
22. The following easements, whether conveyed by deed or not shall inure to the benefit of each and every Owner of a tract and shall be binding upon each Owner of a tract, his, their heirs, successors, transferees and assigns:
 - a. Each Owner of a tract shall have a perpetual, non-exclusive easement for the use, maintenance and repair of all roads shown upon the above-referenced plat of survey, said easements shall be for the widths as described upon the above-referenced plat of survey.
 - b. Each Owner of a tract shall have a perpetual, non-exclusive easement for the use, maintenance and repair of the existing roads extending from the western-most boundary of the lands shown upon the above-described plat of survey over and across existing roads sixty (60) feet in width extending to Coleman River Road.

The location of said easement is more fully described in plats of survey recorded in the office of the Clerk of Rabun Superior Court in Plat Book 41, page 287, Plat Book 41, page 293, Plat Book 43, page 3, Plat Book 43, page 166 and Plat Book 47, page 186. Said surveys are incorporated herein by reference for a full and complete description on the location of said roads and easements.

- c. Each Owner of a tract shall have a perpetual, non-exclusive easement to install and maintain utilities in the area described in Paragraph 8. All of the above-described easements shall be an easement appurtenant to each tract in Coleman Cove and shall inure to the benefit of the Owners of said tracts their heirs, successors, transferees and assigns.
- 23. Enforcement of the Covenants and Restrictions contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 24. Invalidation of any one or part of these Covenants and Restrictions by judgement or court order shall in no way effect any of the other provisions of this instrument, which shall remain in full force and effect.
- 25. The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20) year period or any extension thereof, such instrument having been executed by a minimum of fifty-one (51%) percent of the record owners of all tracts.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

REALMARK COLEMAN RIVER, L.L.C.

By: Robert L. Sheehan (SEAL)
Robert L. Sheehan, Manager

Prepared by:
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RECORDED THIS THE 26TH DAY OF MARCH, 2003

[Handwritten Signature]

CLERK, S.C.

