

eFiled & eRecorded
DATE: 6/2/2020
TIME: 10:20 AM
DEED BOOK: 01222
PAGE: 00433 - 00443
RECORDING FEES: \$25.00
PARTICIPANT ID: 8886200174
CLERK: David C Wall
HABERSHAM County, GA

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
PEACEFUL WATERS PRIVATE COMMUNITY

THIS DECLARATION made on the date herein after set forth by Twin Rivers Resort, Inc.
Hereinafter referred to as "Declarant".

WITNESETH:

WHEREAS, Declarant is the Owner of certain property in the County of Habersham, State of
Georgia, which is more particularly described as follows:

**All that tract or parcel of land situate lying and being in Land Lot 32 of the 10th Land District of
Habersham County, Georgia and being Lots 1-15, of Peaceful Waters, as shown on that plat of
survey by J. Scott Stroud, dated January 7th, 2020, last revised March 24th, 2020, and recorded in
Plat Book 70, Page 254, Habersham County, Georgia Deed Records. The Plat and the record
thereof are incorporated herein by reference for a more complete description of the subject
property.**

Subject to other restrictions, reservations, easements and rights-of-way of record, if any.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be
held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions,
which are for the purposes of protecting the value and desirability of and which shall run with the real
property and be binding on all parties having any right, title or interest in the described property or any
part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

1.01 "Association" shall mean and refer to the Association created hereby which shall be known
as "Peaceful Waters Property Owners Association, Inc.", its successors and assigns.

1.02 "Owner" or "Owners" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

1.03 "Property" or "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, specifically including that parcel designated as Lot 12 "Greenspace", on that plat of survey referenced above.

1.05 "Lot", "Lots", "lot", or "lots" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area.

1.06 "Declarant" shall mean and refer to Twin Rivers Resort, Inc., their successors and assigns.

1.07 "Architectural Control Committee" or "ACC". See Article V 5.08.

1.08 "Subdivision Road" shall mean and refer to that portion of the road designated as "Peaceful Waters Circle" shown and described on the afore-mentioned plat of survey and lying within the boundary of Peaceful Waters.

1.09 "Roads" shall mean and refer to the roads and drives referenced in that Easement Agreement executed by Holcomb Family Properties LP, dated June 1st, 2020, and recorded in deed book 1222, page 377-379, Habersham County, GA deed records.

ARTICLE II PROPERTY RIGHTS

Owners' Easements of Enjoyment and Ingress and Egress

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Area and right of passage and ingress and egress across the roads which rights shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association or the Declarant, but not the obligation, to dedicate or transfer any of the Roads to Habersham County, Georgia, and Owners purchasing land hereunder authorize Declarant to execute any and all deeds and/or easements to Habersham County, Georgia, for the transfer of the Roads.
- b. The above described property is subject to all the reservations, exceptions and conditions included in the warranty deed to Declarant and expressly subject to any easements existing, if any, for ingress and egress of Habersham County, Georgia.
- c. The right of the Association or the Declarant, to maintain, repair, restore, and improve, the Subdivision Road, culverts, ditches, and right of ways of the subdivision roads as shown on

the above referenced plat including the roads and drives referenced in that Easement Agreement executed by Holcomb Family Properties LP, dated June 1st, 2020, and recorded in deed book 1222, page 377-379, Habersham County, GA deed records.

2.02 Also conveyed to every Owner is the non-exclusive right of ingress and egress along, over, and through the roads and drives as set forth in that Easement Agreement executed by Holcomb Family Properties LP, dated June 1st, 2020, and recorded in deed book 1222, page 377-379, Habersham County, GA deed records, and each lot is conveyed with and subject to a non-exclusive easement for ingress and egress and utilities along, over, and through Peaceful Waters Circle as set forth on the aforementioned plat of survey and as specified in Note 1 on said plat.

2.03 The easement rights of ingress and egress along over and through the Roads are limited solely to ingress and egress to and from the structures within the Subdivision and preclude the right to park along the Roads and easements and to "joy ride" along the Roads and easements.

Delegation of Use

2.04 Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and rights of ingress and egress across the Roads to the members of his family, his tenants or contract purchasers who reside on a lot.

Utility Easement

2.05 All Lots are subject to a utility easement for existing underground utilities including power, water, phone, cable and fiber optic. This easement allows for the inspection, maintenance and repair of existing utilities as may be required from time to time.

Lot Specific Easements

2.06 Lot 13- Lot 13 as shown on the above referenced plat of survey is subject to a non-exclusive right of ingress and egress, along, over, and through that "proposed 30' Easement" to serve the property now or formerly of Hunt, Et Al. as shown on the aforementioned plat of survey.

2.07 Lot 8 & 9- Lots 8 & 9 are subject to a non-exclusive easement for Day of Event parking as shown and designated as "Parking Easement – 35' O/S from C/L" on the aforementioned plat of survey if Lot 11 is used as an Event Center. If Lot 11 is used as a residence, then this paragraph shall become null and void.

2.08 Lots 5,6,7,8,9,10, and 12- Lots 5,6,7,8,9,10, and 12 are conveyed with and subject to a temporary non-exclusive easement for ingress and egress, located within 100 feet from the edge of the Soque river for the inspection, repair, maintenance, and construction on each Lot as set forth in this paragraph along with an easement for ingress and egress across lot 12 to gain access back to Peaceful Waters Circle. The express purpose of this easement is to provide each Owner with the opportunity on a short term and temporary basis, to traverse across each of the lots as set forth herein to inspect, repair, maintain, or construct on their respective lots only. Each Owner shall be solely responsible for damage occurred to an adjoining lot and the obligation to correct and restore same in the event damage occurs as

a result of that Owner's exercising of this easement.

2.09 Lot 10- Lot 10 is subject to a non-exclusive easement for pedestrian foot traffic benefitting Lot 9 in that area designated as being north of call 8, west of call 9, and south of call 10 (the call numbers for which are for Lot 9) as shown on the aforementioned plat of survey.

2.10 Lot 9- Lot 9 is conveyed with a non-exclusive easement for pedestrian foot traffic burdening Lot 10 in that area designated as being north of call 8, west of call 9, and south of call 10 (the call numbers for which are for Lot 9) as shown on the aforementioned plat of survey.

2.11 Lots 8, 9, & 10- Lots 8, 9, & 10 are conveyed with and subject to a non-exclusive easement for ingress and egress along, over, and through the existing driveways, not to exceed 16' in width, which serve each of the cabins on said lots as shown on the aforementioned plat of survey.

ARTICLE III

Membership and Voting Rights

3.01 Every Owner of a lot, which is subject to assessment, shall be a member of the Association, Membership shall be appurtenant to and may not be separated from Ownership of any lot, which is subject to assessment or owned by Declarant and is a recorded lot in Peaceful Waters.

3.02 The Association shall allow voting privileges for one vote for each lot owned, Declarant included. When more than one person holds an interest in any lot, the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

3.03 The members of the Association shall create and maintain a Board of Directors to govern its affairs; the number, term and composition of which shall be determined from time to time by the majority of the members.

ARTICLE IV

Covenant for Maintenance Assessments

Creation of the Lien and Personal Obligation of Assessments

4.01 Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant herein is expressly not included for payment of any annual or special assessment. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest,

costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the Roads, the payment of insurance premiums, property taxes, and professional and management fees, and for such other products or services as the Declarant or the Board of Directors deems appropriate.

The Subdivision Road and Roads will be maintained by Declarant until 50 percent (50%) of the total lots of the subdivision are sold. The Association herein shall then be responsible for all of the maintenance and repairs of the Subdivision Road and Roads.

Maximum Annual Assessment

4.03 Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Five Hundred and No/100 Dollars (\$500.00) per lot. Said assessment shall be collected at closing at the time of the sale of any lot from the Declarant, and said assessment shall be prorated for the calendar year in which the lot is sold by the Declarant, however, such proration shall be subject to a minimum collection of no less than Two Hundred and No/100 Dollars (\$200.00) in the year in which the lot is sold by the Declarant. The Board of Directors of the Association shall have the authority to increase or decrease any assessments with proper notice hereinafter stated having been given.

Special Assessments for Capital Improvements

4.04 In additions to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement on any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the Owners voting either in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum of any Action Authorized under Paragraph 4.03 and 4.04

4.05 Any action authorized under paragraphs 4.03 and 4.04 for the increase or decrease on the annual assessment or special assessment shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. Votes may be cast in person or by proxy. A majority of the membership of the Association, in person or by proxy, shall constitute a quorum at any called meetings and shall be necessary to conduct the business of the Association. All proxies shall be in writing and shall be filed with the Secretary at the said meeting of the members of the Association.

Uniform Rate of Assessment

4.06 Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a yearly basis and on January 1 of each year.

Notice of Annual Assessment: Due Dates

4.07 The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1 of each year; beginning with the first year a Lot is sold.

Fines

4.08 The Declarant, and thereafter the Association, shall have the right to institute daily fines for any breach of a restrictive covenant as set forth in 5.17 below. Said fine shall be initially established at the rate of Fifty and No/100 Dollars (\$50.00) per day, however, this amount may be adjusted by the Declarant unilaterally while the Declarant owns more than fifty percent (50%) of the lots, and the Board of Directors shall have the right to adjust this amount without the necessity of requiring membership vote.

4.09 Declarant is specifically excluded from any and all assessments.

Effect of nonpayment of Assessment and Fines: Remedies of the Association

4.10 Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property of that Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Roads or Common Area or abandonment of his lot. It being to the mutual advantage of Declarant herein and any subsequent or purchasers of any of the above described property to further allow and authorize collection of said amounts, Declarant and subsequent Owners hereby authorize and agree that a lien shall be placed among the deed records of Habersham County, Georgia against the offending property or Owners until said sum shall be paid in full.

ARTICLE V

RESTRICTIVE COVENANTS

5.01 All lots shall be for residential purposes only and no commercial business establishment of any nature is to be built, nor shall any commercial operation be conducted on any lot nor shall any commercial signs be erected or maintained on any lot. The restrictions as set forth in this paragraph do

not preclude the use of any structure from short term rental use, nor does it preclude the structure on Lot 11 from being used as an Event Center, nor does it preclude the structure on Lot 13 from being used as a hair salon until such time that said lot is no longer owned by the Declarant.

5.02 Only one dwelling or residential structure per lot. Each house is required to have a minimum of six hundred (600) square feet heated above ground. This space does not include basement, porches, or garage. A minimum of six hundred (600) square feet is required on the main floor. If at all possible, garage doors should not face the road. If they do face the road, they must be single garage doors that are approved by the "ACC". High grade exterior finishes and workmanship are required on each dwelling and are limited to brick, stone, wood, masonry siding, or other finishes approved by the "ACC". Vinyl shakes may be used on accent areas and vinyl may be used on the soffit of the house; however, no vinyl siding will be allowed on any dwelling. Architectural shingles and/or metal roofing shall be the only roofing material and said roofing shall be at least on a 8/12 pitch, except that the roofing covering open porches shall be at least on a 4/12 pitch. Earth tones should be used on the exterior of all houses. The "ACC" must approve all exterior colors. Any other building must be approved by the "ACC" and shall blend with the exterior of the house on the same lot. Each lot Owner may rent a single residential apartment unit so long as said unit is a part of the primary residence. Any residence being built should be completed within twelve (12) months after the commencing of construction. Lot 11's existing structure (or replacement, addition, modification, or re-construction of same) is excluded from the requirement that same be used for residential purposes.

5.03 There shall not be maintained on any lot noxious or offensive activity, including, but not limited to, the keeping or maintaining of swine or poultry, or livestock, including, but not limited to specifically pigs, hogs, chickens, turkeys, ducks, cows, goats, sheep, horses, donkeys, or alpacas. Pets, under no circumstances, shall be deemed to include pigs, hogs, chickens, turkeys, ducks, cows, goats, sheep, horses, donkeys, or alpacas.

5.04 House trailers, mobile homes, prefabricated homes, or any similar units or structures shall not be placed on any lot at any time.

5.05 No lot or tract shall be further subdivided without written consent of ACC.

5.06 Existing roads are to be used only to serve the subject property: no adjoining properties can be served by or connected with any roads, cul-de-sacs, or driveways on the subject property without the approval of the "ACC". Declarant may extend road to other properties owned by or acquired by Declarant. This is to specifically allow inclusion into development, adjoining contiguous lands owned by Declarant.

5.07 There shall be no motorbikes, 4-wheelers, 3-wheelers, dune buggies, go carts, golf carts or any other type of motorized vehicle designed for off road use allowed on the Subdivision Road unless the Declarant or the Board of Directors have subsequently established rules and regulations for same pursuant to 5.20 below.

5.08 No building shall be erected, placed or altered on any lot until the building plans, specifications, plot plans, site plans and landscape plans have been approved in writing by the "ACC". Approval or disapproval by the "ACC" shall be based upon conformity and harmony of external design,

exterior finish materials, general quality and size of the proposed building with the existing standards of Peaceful Waters and standards imposed by the within restrictive covenants. Approval or disapproval by the "ACC" shall also be based upon the proposed location of the building and with respect to the topography of the lot and the finished ground elevations with respect thereto. The Declarant shall establish the "ACC", consisting of three (3) members. Two (2) members of this committee shall constitute a quorum. The "ACC" shall be empowered to approve or disapprove building plans, specifications, plot plans, site plans, and landscape plans in accordance with the provisions contained herein. Until fifty percent (50%) of lots are sold, the "ACC" shall be appointed by the Declarant. "ACC" members need not be property Owners. Upon sale of fifty percent (50%) of lots, "ACC" shall consist of at least two (2) property Owners, the identity of which shall be determined by a majority of the Lot Owners. Declarant shall be allowed to appoint one (1) member until all lots are sold. The "ACC" shall have the authority to grant variances at their discretion.

5.09 All playground equipment shall be placed at the rear of the dwelling. Garbage containers, clothes lines, gas tanks, utility meters, mechanical penetrations, and heat and air units shall be placed or stored in locations so as not to be visible from Peaceful Waters Circle. Structures (other than roof mounted antennas not more than 15 feet in height or receiving dishes of no more than 18 inches in diameter) described for the purposes of receiving television or radio broadcasting signals, including without limiting the generality of the foregoing, satellite receiving dishes over 18 inches in diameter or antennas over 15 feet in height shall not be permitted. No structure with the exception of mailboxes shall be erected between the front lot line and the street. Any fencing along with its location and design must be approved by the "ACC" and shall be constructed primarily of wood. No chain link fencing is allowed. Approval or disapproval by the ACC shall be based upon conformity and harmony of design with the existing standards of Peaceful Waters and standards imposed by these restrictive covenants.

5.10 Lot setback areas are to be maintained in a natural setting. The preservation of natural beauty must be taken into consideration when disturbing any land. Proper sediment control measures must be taken. Any old growth trees (trees over 15 inches in diameter) shall not be cut without permission of the "ACC". Tree and foliage removal shall be limited to necessary areas for driveway and home safety as approved by the "ACC". Lots should be maintained at all times. For individuals who buy a lot and do not build, the lot must be mowed at a minimum every sixty (60) days during the growing season of April 1st through November 30th.

5.11 Indoor pets are allowed. Pets may be taken outside only if they are on a leash under the control of an adult 21 years of age or older. Owners and their guests shall keep their pets under control at all times. Owners and their guests shall immediately remove any defecation from said pets while traversing the Roads and Common Areas of the Community. Any animal that is a nuisance to or endangers the health of the neighbors shall not be allowed. The Board of Directors shall make an assessment and determination of nuisance pursuant to this paragraph.

5.12 No inoperable or unregistered vehicles, junk cars, or equipment of any kind may be stored on any lot. The storage of boats, campers, and utility trailers is discouraged, however, where storage of same is necessary, the ACC must approve each item and approve the location on the lot giving special attention to placement as to limit visibility from Peaceful Waters Circle.

5.13 No signs of any kind or nature either permanent or temporary shall be allowed without the

express written consent of Declarant. This is to include houses, lots, Common Area, roads, right of ways and entrances to subdivision, it is the intention of the Declarant to provide uniform design for lot identification, construction location and community information signage. This provision shall not in any way prohibit Declarant from utilizing any signage they see fit and appropriate to assist in marketing and/or special events.

5.14 Setback lines shall be fifty (50) feet from the front line and twenty-five (25) feet from all other lines.

5.15 Declarant does expressly reserve the right to allow septic tanks, drain fields, driveways and utilities to be placed within five (5) feet of property lines. Declarant reserves an easement of fifteen (15) feet in width for the purpose of installation and maintenance of utilities along the boundary of the road right of way of all lots. The Declarant reserves reasonable easements for power lines, water lines, telephone and other utility lines as may prove necessary to serve the lots within the Property and such additions to said Property which Declarant may make from time to time. The Declarant reserves reasonable easements for existing storm drains and such future storm drains which may be required by the construction or maintenance of subdivision roads.

5.16 Lot 10 is restricted in that area designated as being north of call 8, west of call 9, and south of call 10 (the call numbers for which are for Lot 9) as shown on the aforementioned plat of survey for septic drain-field only. No structures or storage is allowed in this specified area.

5.17 Quiet Time shall be between 10:00 PM and 8:00 AM to include, but not be limited to, construction activity and event activity. Quiet Time shall mean that owners and/or their guests shall not be able to hear nor be disturbed by; noise, conversations, music, or other sounds emanating from other properties within the Community while the owner and/or their guests are located within the structures located on their property.

5.18 Parking for any group event taking place on Lot 11 shall be allowed solely within the boundaries of Lot 11 and the parking easement area as set forth on the aforementioned plat of survey and as referenced in 2.07. Additional parking space may be available within the Common Area Parking.

5.19 Exclusive use of the Common Area by any property owner for a specific event hosted by that Owner must be approved by the Board of Directors for the Association. The Common Area must be immediately restored to its condition prior to the occurrence of the event by the Owner who reserved the Common Area for said event, to include, but not be limited to removal of any equipment or personal property utilized for the event and removal of any trash.

5.20 Violation of these Restrictive Covenants are subject to fine and assessment which may be established by the Declarant, or subsequently, the Board of Directors for the Association in the event an Owner is in default of same. The Declarant, or subsequently, the Board of Directors for the Association, may also establish rules and regulations for the use of the Common Area, and Subdivision Road. Fines, assessments, rules, or regulations as established pursuant to this paragraph shall become effective and enforceable 30 days after the Declarant, or subsequently, the Board of Directors, have approved same. The Declarant, or subsequently the Board of Directors for the Association, as the case may be, shall

deliver notice to the Owners to the last known mailing address within 7 days after the Declarant, or subsequently, the Board of Directors, have approved same.

ARTICLE VI

6.01 The annual assessment and any special assessment necessary under the above mentioned provisions shall be expressly authorized to be used for the improvement and maintenance of the Common Area and the Roads, the payment of insurance premiums, property taxes, and professional and management fees, and for such other products or services as the Declarant, or subsequently, the Board of Directors, deems appropriate.

ARTICLE VII

General Provisions

Enforcement

7.01 The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

7.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03 The covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument executed by two officers of the Association supported by the affirmative written vote of no less than sixty percent (60%) of the lot Owners, and thereafter by an instrument executed by two officers of the Association supported by the affirmative written vote of not less than fifty percent (50%) of the lot Owners. Any amendment must be recorded.

Annexation

7.04 Additional residential property and Common Area may be annexed to the properties described herein and made subject to all terms and conditions of this Declaration by the dedication of Declarant.

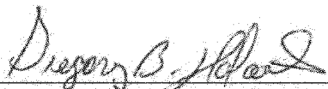
Waiver

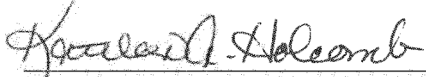
7.05 Owners, their heirs, executors, administrators, leases, invitees, guests and assigns do waive on behalf of himself and these stated parties all rights, claims and causes of action which he and said parties may have for all claims for injuries, damages, or losses whether known, unknown, foreseen or


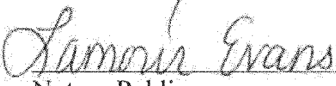
unforeseen. This express waiver is to be effective for the benefit of Declarant, Peaceful Waters Property Owners Association, and each Owner herein and includes, but is not limited to, the maintenance, construction, use and operation of the roads of Peaceful Waters Property Owners Association. Persons accepting Properties subject to this document understand and acknowledge the significance and consequence of this provision and specifically understand that all rights, claims and causes of action including NEGLIGENCE are included herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 1st day of ~~April~~ June, 2020.

TWIN RIVERS RESORT, INC.

 (Seal)
Gregory B. Holcomb, President

 (Seal)
Kathleen A. Holcomb, Vice President


Witness

Lamour Evans
Notary Public

