

✓ J CARL BEDINGFIELD
2715 INGLEWOOD DRIVE
GAINESVILLE, GA 30504

FILED & RECORDED
DATE: 3/27/2018
TIME: 01:20 PM (JP
DEED BOOK: 8059
PAGE: 736-805
FILING FEES: \$152.00
Charles Baker, C.S.C.
Hall County, GA

5

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
WATER'S EDGE

STATE OF GEORGIA

COUNTY OF HALL

10 WHEREAS, it is to the best interest, benefit and advantage of current owners, as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot or residence in Water's Edge Subdivision that certain protective covenants governing and regulating the use and occupancy of same be established, fixed and set forth and declared to be covenants running with the land;

15 WHEREAS, there are existing covenants associated with Water's Edge Subdivision. Said "Original Covenants" were filed with the Clerk of Superior Court of Hall County on January 5, 1994 in Deed Book 2109, Page 1 and then amended on March 28, 1996 in Deed Book 2578 Page 31.

20 WHEREAS these "Original Covenants" may be extended, amended or terminated in whole or in part after a period of twenty (20) year from and after this date. Furthermore, pursuant to Paragraph Sixteen (16) of the "Original Covenants":

25 At the expiration of said period these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots of Waters Edge Subdivision is recorded agreeing to change or modify said covenants in whole or in part.

WHEREAS these "Original Covenants" may also be amended as set forth in O.C.G.A. §44-3-226, "the instrument shall be amended only by the agreement of lot owners of lots to which two-thirds of the votes in the association pertain...."

30 WHEREAS more than two-thirds of the existing lot owners have agreed to the Amended
Covenants (Exhibit "A") as evidenced by their agreeing to same (Exhibit "B") and said
Amended Covenants impose less restriction of the use and development of said property lots
located in Water's Edge Subdivision.

NOW, THEREFORE, for and in consideration of the premises and of the benefits and
35 advantages to be derived by the owner of Water's Edge Subdivision and each and every
subsequent owner of every lot therein, we, the said WATER'S EDGE HOMEOWNERS'
ASSOCIATION OF GAINESVILLE, L.L.C., (WEHAGA), do hereby establish, promulgate and
publish the following Restrictive and Protective Covenants ("Covenants"), attached hereto as
Exhibit "A" and being incorporated by reference as if fully laid out herein and being approved by
40 more than two-thirds of the lot owners, attached hereto as Exhibit "B" which shall bind all
persons hereafter owning said lots or any of them. These covenants shall be effective
immediately upon recording of this instrument in the Office of the Clerk of the Superior Court of
Hall County, Georgia, and shall run with the lands and be binding on all persons claiming under
and through the owner of said subdivision for a period of twenty (20) years from and after this
45 date, at which time said covenants may be extended, amended or terminated in whole or in part
as hereinafter provided.

IN WITNESS WHEREOF, the Officers of Water's Edge Homeowners' Association of
Gainesville, L.L.C., have caused these presents to be executed on this 26th day of
March, 2018.

50 Signed, sealed and delivered in the presence of:

Ken Flammang
Ken Flammang WEHAGA President

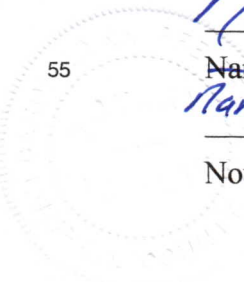
Carl Bedingfield
Carl Bedingfield WEHAGA Vice President

Nancy Daugherty
Nancy Daugherty WEHAGA Secretary

Dawn Hardwick
Witness

Nancy Lynn Pfeiffer

Notary Public Date Notarized: Date Commission Expires: Sept. 3, 2019



DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
WATER'S EDGE HOMEOWNER'S ASSOCIATION OF GAINESVILLE, L.L.C.

STATE OF GEORGIA

5 COUNTY OF HALL

WHEREAS, it is to the best interest, benefit and advantage of current owners, as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot or residence in Waters Edge Subdivision that certain protective covenants governing and regulating the use and occupancy of same be established, fixed and set forth and
10 declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the owner of Waters Edge Subdivision and each and every subsequent owner of every lot therein, we, the said WATERS EDGE HOMEOWNERS ASSOCIATION OF GAINESVILLE, L.L.C. (WEHAGA), do hereby establish, promulgate and
15 publish the following Restrictive and Protective Covenants ("Covenants"), which shall bind all persons hereafter owning said lots or any of them. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of the Superior Court of Hall County, Georgia, and shall run with the lands and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty (20) years from and after this
20 date, at which time said covenants may be extended, amended or terminated in whole or in part as hereinafter provided.

HOMEOWNERS' ASSOCIATION

The owner of a lot by virtue of owning property subject to this declaration, shall be a member of an owners association to be known as "WATERS EDGE HOMEOWNERS
25 ASSOCIATION OF GAINESVILLE, L.L.C.", provided however, that any person or entity who holds any such interest merely as security for the performance of any obligation, shall not be entitled to membership. All incidents of membership including specifically voting rights, shall be reserved and retained by WEHAGA, which is governed by the By-Laws.

The primary purpose for the owners association shall be (a) to enforce the provisions of
30 the within declaration; (b) to preserve as far as practicable, the natural beauty and to insure the

best development of the property, and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to fences, walls, landscaping, and planters. WEHAGA is responsible for these functions which provide for the maintenance of the common property of Waters Edge Subdivision.

35 WEHAGA shall have the power to assess each lot owner in said subdivision to effectuate the purpose of said association spelled out above, and all such assessments owed by any lot owner to the association shall constitute a lien against the property of such owner, provided that such lien shall be inferior and subordinate to the right, title and interest of any person or entity who holds an interest in any Such parcel merely as security for the performance of an obligation
40 of the owner. It shall be incumbent upon the purchaser of any parcel to ascertain whether or not the parcel to be acquired is subject to a lien held by the owners association for the nonpayment of any such assessment and the failure by any such purchaser to make such inquiry shall not affect the validity of any such lien. The owners association shall respond promptly to any inquiry by any prospective purchaser and any such purchaser shall be authorized to rely upon. a response
45 from the association to the extent of the information stated therein.

No building shall be erected, placed or altered on any lot unless the design and location on the lot conforms to and is in harmony which the character of design for existing structures on the subdivisions tract and is approved in writing by the Officers of the WATER'S EDGE HOMEOWNERS' ASSOCIATION OF GAINESVILLE, L.L.C. ("WEHAGA Board"). The
50 WEHAGA Board is empowered to approve housing plans and specifications as to design., quality of workmanship, materials and as to the location; of any structure with respect to topography and finished grade elevation. Lot owners desiring to contract a dwelling shall first submit plans and specifications therefore to the WEHAGA Board and obtain written approval from it prior to the placement of any improvement on said lot.

55 COMMUNITY QUALITY-OF-LIFE MATTERS

No gate, columns, walls or fences shall be erected or placed along the front lot line unless the design or location conforms to and is in harmony with the design and construction of existing appurtenances. No chain link fences are to be placed on any lot line except a fence for pool area as per Hall County regulations. All playground equipment shall be placed at the rear of the
60 dwelling. Garbage containers, clothes lines, boats, trailers and campers shall be placed or stored

in a location so as not to be visible from the street.

Any satellite reception dish which is located in the front of a residence will require approval of the WEHAGA Board.

65 No structure with the exception of mail boxes shall be erected between the front lot line and the street.

All mail boxes are to be selected, installed and maintained in a way that harmonizes with existing mailboxes and neighborhood structures.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

70 Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

75 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purposes. Dogs, cats, birds and other household pets may be kept in a reasonable number.

The location of any boat docks shall be approved by the United States Army Corps of Engineers

80 Easements for installations and maintenance of utilities are reserved as shown on the recorded plat. Easements must be maintained in accordance with the requirements of the entity holding the easement.

MATTERS RELATED TO CONSTRUCTION AND REMODELING

General

85 All of the lots in said subdivision shall be known, described and used solely as residential lots and no structure shall be erected, altered, placed or permitted on any lot other than a one, detached, single-family dwelling. The erection of a detached garage and/or guest quarters will be permitted subject to prior approval of the WEHAGA Board

All dwellings or homes located on said lots shall be subject to the approval of the WEHAGA Board as to the design and construction as provided for hereinafter, with exteriors of

brick, vinyl, wood, stucco, or synthetic stucco or other material. No log cabins shall be allowed.

90 No residential lot shall be re-subdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding. No residence of a
95 temporary character shall be permitted under any circumstances.

Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot which shall include the clearing of all building debris, stumps, and any other unnatural foliage. All driveways leading from the street shall be paved. The grassed area from the street shall be sod. This shall be completed within 45 working days after completion of
100 construction.

Lot Restrictions

In the case of a one-story structure, no dwelling shall be erected with an area thereof less than two thousand square feet exclusive of basement.

In the case of a multi-story structure, the plans must be approved by the WEHAGA
105 Board as to the arrangement of the square footage.

The minimum square feet on ground level shall be 1500, exclusive of porches, decks, carports, garages, patios and similar items of construction.

All buildings erected on said lots shall conform to the minimum building set-back lines, as indicated on the recorded subdivision plat, and as may be required by any valid zoning
110 ordinance established by any governmental authority. However, set-back lines may be changed or altered by the owner/developer upon approval by the governmental authority.

There is hereby prohibited the erection of any duplex structure commercial apartment house, boarding house or other such structure a designated primarily or intended to be used for rental purposes. However, it is not intended by these restrictions to prohibit an owner from
115 renting a room or an apartment in any dwelling located upon the lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, nor shall it prohibit the renting or leasing of any entire dwelling by the owner.

MATTERS RELATED TO THESE COVENANTS

Violations or attempted violations on the part of any owner or his heirs, administrators,
120 executors and assigns during the term of these restrictions shall afford WEHAGA as well as any
other person or persons owning lots in said subdivision a right of action at law or in equity
against the person or persons violating or attempting to violate these covenants either to restrain
violations or to recover damages or both.

Invalidation of any one or more of these covenants by a Judgment: of any Court having
125 jurisdiction of the subject matter shall in no way affect any of the other provisions herein
contained, but such other provisions and protective covenants shall remain in full force and
effect.

These covenants shall run with the land and be binding on all parties hereafter owning
and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all
130 persons claiming under them for the full period of twenty years from the date these covenants are
recorded in the Office of the Clerk of Superior Court of Hall County, Georgia.

Non-Waiver - The failure of the WEHAGA Board to enforce any restrictions, covenant,
condition, or requirement contained in the within Guidelines and Design Standards shall not
constitute a waiver of any right to enforce such Provision or any other provision contained in any
135 of the above enumerated documents.

Non-Liability and Indemnification - Neither the WEHAGA Board nor any member
hereof, nor the Waters Edge Homeowners Association, shall be held liable for losses, damages,
claims, or expenses (including attorneys' fees) or anyone whomsoever by virtue of or arising
from action or inaction taken by WEHAGA Board in connection with the management of the
140 Waters Edge Homeowners Association.

Other codes - Whenever these covenants conflict with or differ from the requirements of
other applicable codes, zoning resolutions, restrictions or covenants, the provisions which require
more restrictive standards shall govern.

Effective Date - These Covenants shall be in full force and effect from and after the
145 recording of the same in the office of the Clerk of Superior Court of Hall County, Georgia.

These covenants shall run with the land and be binding on all parties hereafter owning

and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty years from the date these covenants are recorded in the Office of the Clerk of Superior Court of Hall County, Georgia.

150 IN WITNESS WHEREOF, the Officers of WEHAGA have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered In the presence of:

Ken Flammang

Ken Flammang WEHAGA President

Carl Bedingfield

Carl Bedingfield WEHAGA Vice President

155

Nancy Daugherty

Nancy Daugherty WEHAGA Secretary

NANCIE

Dawn Hardwick

Witness

Carol Lynn Pfeiffer

Notary Public Date Notarized: Date Commission Expires: Sept. 3, 2019

