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Joshua C. Bell  
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**PROTECTIVE COVENANTS, RESTRICTIONS, and AGREEMENTS  
OF TALONS LAKE SUBDIVISION and THE LANDINGS AT TALONS LAKE  
SUBDIVISION**

GEORGIA, BULLOCH COUNTY:

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS and AGREEMENTS is made and published this 25<sup>th</sup> day of March, 2004, by TALONS LAKE, LLC, hereinafter referred to as "Developer".

WITNESSETH THAT:

WHEREAS, Developer owns certain lands located in the 1547<sup>th</sup> G. M. District of Bulloch County, Georgia, being more particularly described in the attached Exhibit "A."

WHEREAS, it is to the interest, benefit, and advantage of the Developer and to each and every person who shall hereafter purchase any lot in said Talons Lake Subdivision and The Landings at Talons Lake Subdivision, that the Protective Covenants governing and regulating the use and occupancy of said property be established, set forth, and declared to be covenants running with the land, reserving in Developer, its successors and assigns, the right and privilege to alter or change said Protective Covenants as hereinafter provided.

NOW THEREFORE, for and in consideration of the promises and of the benefits to be derived by Developer and each and every subsequent owner of any lot in Talons Lake Subdivision and The Landings at Talons Lake Subdivision, Developer does hereby set up, establish, promulgate, and declare the following Protective Covenants, Restrictions and Agreements to apply to all of said lots in said Talons Lake Subdivision and The Landings at Talons Lake Subdivision, and to all persons owning said lots or any of them hereafter.

**ARTICLE I**

**AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS**

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

**ARTICLE II**

**ADDITIONAL COVENANTS AND RESTRICTIONS**

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of the aforementioned Talons Lake Subdivision and The Landings at Talons Lake Subdivision.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

No building, outbuilding, fence, dock, kennel, shelter, wall, other structure, or addition thereto shall be commenced, placed, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design by the Architectural Control Committee (hereinafter referred to as ACC). The ACC shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the Developer of said land or contiguous lands.

**ARTICLE IV**

**ARCHITECTURAL CONTROL COMMITTEE**

The initial Architectural Control Committee is composed of Robert Glenn Stalvey. The committee may designate a representative to act for it.

In the event of death, resignation, or refusal to act by any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing given by a majority of the Committee. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Unless waived by the Committee at least thirty days prior to the commencement of construction, such plans and specifications shall be submitted to the Committee and shall consist of not less than the following: foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all buildings restriction lines shown. In addition, there shall be submitted to the ACC for approval a description of materials and such samples of building materials proposed to be used as the ACC shall specify and require.

#### **ARTICLE V**

##### **LAND USE, SUBDIVISION OF LOTS AND BUILDING TYPE**

No lot shall be used except for residential purposes without the approval of the ACC. Without the approval of the ACC, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. No residence or portion thereof shall be used as a daycare facility.

Unless permission is obtained from the ACC, no lot may be subdivided; however, a portion of a lot may be combined with a pre-existing lot so long as no additional lot is created.

#### **ARTICLE VI**

##### **TEMPORARY STRUCTURES**

No structure of a temporary character, motor home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

**ARTICLE VII**

**UTILITY CONNECTIONS AND TELEVISION ANTENNAS**

All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority and the ACC.

Television antenna and satellite dish installations may be used if approval is given by the ACC which approval shall be in writing before the antennas and satellite dishes are installed.

**ARTICLE VIII**

**WATER SUPPLY**

No individual water supply system shall be permitted on any lot, unless approved in writing by the ACC.

**ARTICLE IX**

**FENCES**

No fence on any lot shall be closer to the street than the front line of the house, extended to the side lot lines. Any fences placed on the various lots shall be approved by the ACC prior to their installation. The ACC shall have the exclusive right to approve or disapprove any fence or fence location which in its opinion is not suitable or desirable including purely aesthetic reasons and reasons connected with future development plans for the Developer. Once a fence has been installed, it shall be maintained by the owner.

**ARTICLE X**

**WINDOW AIR-CONDITIONING UNITS**

Unless the prior approval of the ACC has been obtained, no window air-conditioning units shall be installed.

**ARTICLE XI**

**PARKING**

The parking of boats, recreational vehicles, campers, trailers, and the like are not permitted, except that small boats may be parked in driveways. No parking on grass or roadways.

**ARTICLE XVI**

**MAIL BOXES**

No mail boxes or paper boxes or other receptacle of any kind for use in the delivery of mail or newspaper or magazines or similar materials shall be erected or located on any building plot

unless and until the size, location, design, and type of material for said boxes or receptables have been approved by the ACC.

**ARTICLE XVII**

**LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to roam beyond the lot of the animal owner. No lot owner may keep more than 2 animals on a lot. No household pet shall be permitted to become a nuisance. All pets must be maintained on a leash.

**ARTICLE XVIII**

**OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained for any commercial purpose.

**ARTICLE XIX**

**NUISANCES**

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

Section 1. **GARBAGE AND REFUSE DISPOSAL.** The property shall not be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such property to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, animal, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, security or serenity of the occupants of surrounding property.

Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 2. **NON-OPERATING VEHICLES.** No non-operating vehicles shall be placed or permitted to remain on any lot for more than five days.

**ARTICLE XX**

**LOT MAINTENANCE**

Each lot owner shall pay the pro-rata share of the maintenance of their own respective lots. The maintenance of all lots shall be the responsibility of developer until such time as developer is no longer the owner of over 50% of said lots or as established by the homeowners association. Maintenance shall be deemed to include the outside maintenance of the grounds of said lots.

**ARTICLE XXI**

**SIGNS**

Only ACC approved signs shall be displayed to the public view on any lot at any time.

**ARTICLE XXII**

**CLOTHESLINE AND OTHER STANDING OBJECTS**

Unless the prior written approval of the ACC has been obtained, no clothesline or other permanent similar objects shall be installed.

**ARTICLE XXIII**

**EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved. Said utility easements are 30 foot in width and are 15 feet on each side of the installed utility. Within the utility and drainage easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**ARTICLE XXIV**

**HOMEOWNERS ASSOCIATION**

Section 1. Each owner of a lot shall be a member of the Talons Lake Homeowners Association, hereinafter referred to as "Association", an incorporated Association created pursuant to the terms and conditions set forth herein. Said Association shall have control of all real property located within that subdivision known as Talons Lake Subdivision and The Landings at Talons Lake Subdivision and The Landing at Talons Lake Subdivision and The Landings at Talons Lake Subdivision as shown on the attached Exhibit "A."

Section 2. Every owner shall have a right and easement of access and enjoyment in and to all roads located on property that is described in the attached Exhibit "A" that shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association as hereinafter defined to charge reasonable fees for the use, maintenance, repairs and future maintenance of all roads located on property that is described in the attached Exhibit "A" and the associated amenities including lighting and landscaping.

(b) The right of the Association to dedicate or transfer all or any part of the roads located on property that is described in the attached Exhibit "A" to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members.

Section 3. Each owner of a lot shall be a member of the Association. Membership shall be appurtenant to and not separated from ownership of any lot which is subject to assessment.

Section 4. The Association shall have one class of voting membership. Members shall consist of owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Section 5. The operation of the Association shall be managed by a Board of Directors composed of not less than three persons and governed by bylaws of the association established by the Developer.

Section 6. Each owner of any lot within the properties by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 7. 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 roadways and Talons Lake.

Section 8. The annual assessment shall be determined by the Board of Directors. A portion of the annual assessments may be set aside by the Board of Directors as reserves for deferred maintenance and repairs.

Section 9. In addition 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 of a capital improvement upon the roadways and/or lake, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 10. It is anticipated that the roadways will be assessed for real property tax purposes separately and the real property taxes on the roadways will be paid by the Association as a common expense. Each owner shall pay an equal portion of the real property taxes for said roadways based upon the fact that the roadways benefit each of the lots.

Section 11. Notice of any meeting called for the purpose of taking any action regarding assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

Section 12. Both annual and special assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Section 13. The annual assessments provided for herein shall commence as determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 14. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or such other legal rate as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No



owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roadway or abandonment of his Lot. Attorneys fees shall be owed by the lot owner for any collection and enforcement action.

Section 15. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or security deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgage in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 16. All rules and regulations as established by developer that apply to units owned by developer shall apply to all units throughout said subdivision.

## ARTICLE XXVI

### GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, and agreements of this Declaration shall become effective immediately run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the Tax Commissioner's records of Bulloch County, Georgia, at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding of law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and any failure by any Owner or Developer to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, said entity has caused this instrument to be signed in its name this 25<sup>th</sup> day of March, 2004.

TALONS LAKE, LLC  
BY: [Signature]  
ITS: Mgr.

Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Notary Public  
(AFFIX SEAL)

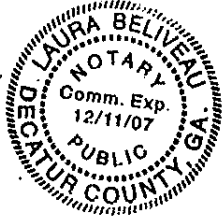


EXHIBIT "A"

All that certain lot, tract or parcel of land, with all valuable improvements thereon, situate, lying and being in the 1547<sup>th</sup> G. M. District of Bulloch County, Georgia, containing 38.17 acres and designated as Lot 1 according to a plat of survey prepared for Warren Ball Properties by James M. Anderson, Registered Land Surveyor, dated May 15, 2000, and recorded in Plat Book 60, Page 10, Bulloch County Records.

The aforesaid plat and the description thereon are incorporated herein by reference and made a part thereof.

LESS AND EXCEPT all that certain lot or parcel of land situated, lying and being in the 1209<sup>th</sup> G. M. District of Bulloch County, Georgia, containing .26 acres, and having such location, metes, and bounds and being designated as the "Well Site" on that plat of Talons Lake Phase I prepared by James M. Anderson, G.R.L.S. #2113, dated October 17, 2000, and recorded in Plat Book 60, Page 186, Bulloch County Deed Records, said plat being incorporated herein by reference thereto for descriptive and all other purposes.

TRACT NO. I. All that certain lot, tract or parcel of land, situate, lying and being in the 1547<sup>th</sup> G.M. District of Bulloch County, Georgia, containing 31.69 acres and designated as Lot 5 according to a plat of survey prepared for Warren Ball Properties by James M. Anderson, Registered Land Surveyor, dated May 15, 2000, and recorded in Plat Book 60, page 10, Bulloch County Records.

The aforesaid plat and the description thereon are incorporated herein by reference and made a part hereof.

No manufactured home or other mobile home shall be permitted on this lot. These covenants shall be appurtenant and shall run with the land.

TRACT NO. II. All those certain lots, tracts or parcels of land, situate, lying and being in the 1547<sup>th</sup> G.M. District of Bulloch County, Georgia, containing 8.74 acres and designated as Lot 6 and 4.52 acres designated as Lot 7A according to a plat of survey prepared for Warren Ball Properties by James M. Anderson, Registered Land Surveyor, dated May 15, 2000, and recorded in Plat Book 60, page 10, Bulloch County Records.

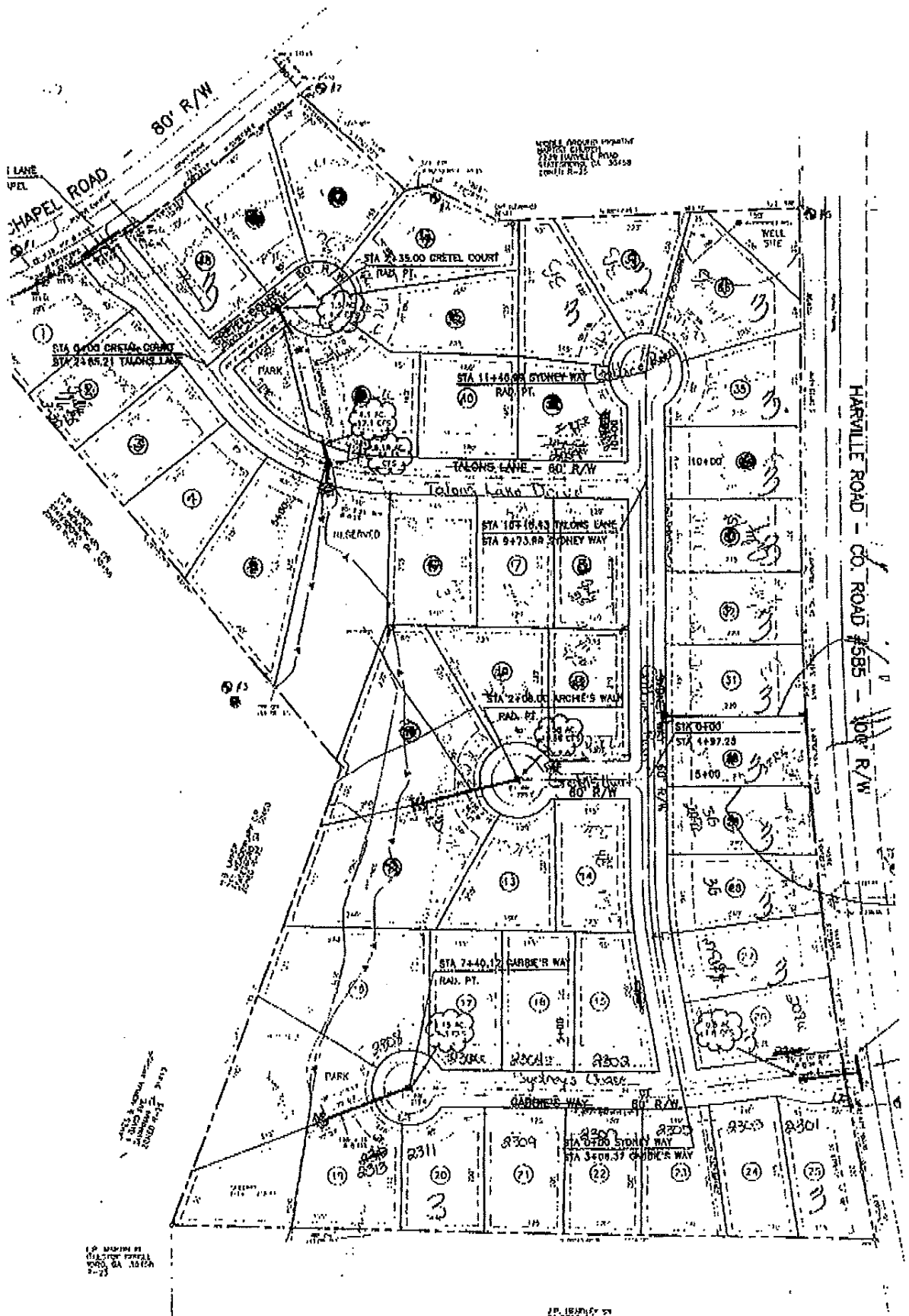
The aforesaid plat and the description thereon are incorporated herein by reference and made a part thereof.

No manufactured home or other mobile home shall be permitted on this lot. These covenants shall be appurtenant and shall run with the land.

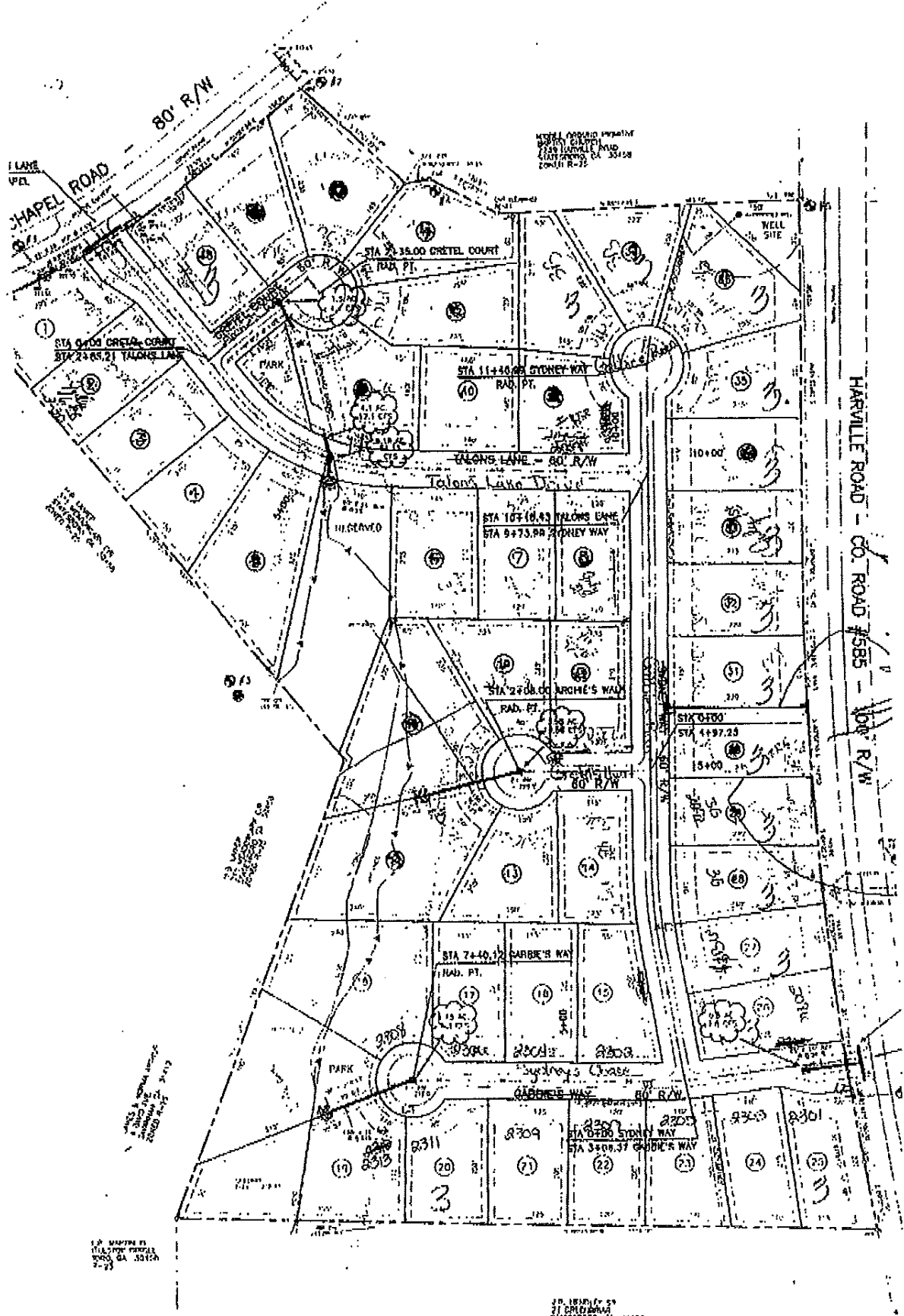
TRACT NO. III. All that certain 10.31 acre tract of land, with all valuable improvements thereon as is shown and delineated on that plat of survey for Loma Productions, Inc. dated May 23, 2000, prepared by James M. Anderson, GRLS #2113, a copy of which is recorded in Plat Book 61, Page 202, Bulloch County Records.

The aforesaid plat and the description thereon are incorporated herein by reference and made a part hereof.

Talons Lake



Talons lake



## TALONS LAKE & LANDINGS HOMEOWNERS ASSOCIATION

TO: ALL RESIDENTS

### **The discharging of Firearms is prohibited in Talons Lake & the Landings.**

Georgia State Law prohibits the discharging of a fire arm within a residential area. All violators will be reported to Law enforcement officials.

### **Outside fires must be in approved containers (chimenea) and these fires are permitted only at the discretion of your property Owner.**

Burn barrels and open fire pits are not permitted.

### **Pets are not allowed in the pool area.**

Pets in the pool are a health hazard and could result in the health department closing the pool. Also, pets can damage the pool liner.

### **Driving on the grass areas is prohibited by the Homeowners Association.**

By driving across or cutting through the grass areas, you may be trespassing on other owners' properties. Many owners do not want people driving on their property. Please be respectful of their wishes.

### **ATV's and dirt bikes are not allowed to be operated in the Talons Lake and Landings Areas.**

*The Homeowners Association sincerely appreciates your cooperation in making this a safe residential area.*

*If you have any suggestions as to how we may better serve you, please contact the HOA Property Manager, Southern Property Management Services.*