

STATE OF GEORGIA
Camden County

I hereby certify that this instrument was filed for record in the Clerk's office, Superior Court, said County on

Please return to:
Smith & Floyd, P.A.
Attorneys at Law
P. O. Drawer 766
St. Marys, GA 31558

the 13th day of April 2006
at 9:30 o'clock A. m. and recorded
in Book No. 1242 Page 606-612
the 13th day of April 2006


DCSC

1242 606
STATE OF GEORGIA
COUNTY OF CAMDEN

004762

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LAKE VICTORIA SUBDIVISION

THIS DECLARATION is made this 30 day of March, 2006, by Soncel Construction, Inc., a Georgia corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, a subdivision known as Lake Victoria Subdivision has been platted on the real property described in Article I of this Declaration; and

WHEREAS, Declarant desires to subject such subdivision property to the protective covenants, conditions, and restrictions hereinafter set forth, which are for the purpose of protecting the value and desirability of said property and for the benefit of the present and subsequent owners of the property;

NOW, THEREFORE, Declarant hereby declares that the real property described below is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, conditions, restrictions, and easements, (sometimes referred to as "covenants and restrictions") hereinafter set forth. Every grantee of any interest in such property shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

ARTICLE I

DEFINITIONS

1. "Declarant" shall mean and refer to Soncel, Inc., a Georgia corporation, its successors and assigns.
2. "Property" shall mean and refer to all that lot, tract or parcel of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

All of Lake Victoria Subdivision, as more fully and accurately shown and described on that certain plat of survey by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated March 7, 2006, recorded in Plat Drawer 20, Map No. 23, Camden County, Georgia, records.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, excluding, however, those having such interest merely as security for the performance of an obligation.

4. "Lot" shall mean and refer to any numbered plot of land as designated on the plat referred to herein.

5. "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

6. "Architectural Committee" shall mean the two persons named by Soncel Construction Inc., a Georgia corporation. The said parties shall have the right to assign their duties as the Architectural Committee by written instrument properly executed and recorded in the Deed Records of Camden County, Georgia. At any time after all Lots have been sold by Declarant, the Owners of a majority of Lots may designate in writing the names of the persons to serve as the Architectural Committee; until such designation is properly recorded in the deed records of Camden County, Georgia, it shall have no effect.

ARTICLE II.

ARCHITECTURAL CONTROL AND CHARACTER OF BUILDINGS

1. No building, fence, wall or other structure shall be erected, constructed, altered or maintained upon any portion of any Lot unless plans and specifications therefore shall have been submitted to and approved by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove any plans and specifications within 30 days after submission to it, approval will not be required and this Article will be deemed to have been fully complied with as to such plans and specifications. The completion of any structure without court proceedings in the Camden County Superior Court by the Declarant or any Owner shall be conclusive evidence that this Article has been complied with.

2. No residence building shall be erected or maintained on the Property which has an enclosed, heated square foot area exclusive of porches, patios and garages of less than 1100 square feet.

3. No residence building shall be erected or maintained on the Property unless it has a fully enclosed one-car garage, or garage built for more than one car.

4. No building, any part of which is designed for residence dwelling purposes shall be occupied while in the course of original construction, or until made to comply with all of the conditions set forth herein.

5. The construction of any structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed. No building constructed elsewhere shall be moved to, placed or maintained on any Lot. No shack, modular home, manufactured housing, house-trailer, barn, garage or other similar structure shall be used at any time as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on any Lot.

ARTICLE III.

USE RESTRICTIONS

1. Use. All Lots shall be for single-family residential purposes only, except that the Declarant may build and maintain a model home on any Lot, which may be used as a temporary office by Declarant until such Lot is sold by it.

2. Occupancy. Prior to the occupancy of any Lot for residential purposes, the improvements constructed or to be construed thereon must be completely finished on the exterior and all the lawn which is visible from any street must be planted with grass or have other suitable ground cover. Any driveway on the Lot must be paved prior to occupancy of any Lot.

3. Building Materials. No lumber, brick, stone, cinder block, or any other building materials, scaffolding, or any other thing used for building purposes, shall be stored on any portion of the Property except for purposes of construction, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

4. Trailers, Boats and Motor Vehicles. No mobile home, trailer of any kind, tent or similar structure shall be kept, placed, stored, maintained, constructed, or repaired on any Lot; nor shall any motor vehicle or motorcycle-type vehicle be constructed, reconstructed, or repaired upon any portion of the Property. A motor home, truck, camper, trailer, or boat owned by the Owner of a Lot may be kept, placed or stored only on a concrete drive, or in a completely enclosed garage. The provisions in this paragraph shall not apply to emergency vehicle repairs.

5. Garage Doors. Garage doors shall remain closed as much as practicable.
6. Clothes Drying Facilities and Air Conditioners. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any portion of the Property. Window mounted air conditioners shall not be permitted on any Lot.
7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot. Residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of other property made subject to this Declaration. Noxious or offensive activities shall not be carried on upon any Lot.
8. Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Property, except to make the same available for collection, and then, only the shortest time reasonably necessary to effect such collection.
9. Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.
10. Signs. No signs will be placed on any Lot except professionally lettered signs advertising a home and/or Lot for sale or rent. Such signs shall not be more than 24" x 30" in size, and no more than one such sign shall be placed on any one Lot at the same time. Any such sign shall be mounted in a location separate from the house or any other structure. No sign shall be attached to any tree or shrubbery.
11. Minerals. None of the Property shall be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.
12. Off-Street Parking. Adequate off-street parking shall be provided by the Owner of any Lot for the parking of automobiles or other vehicles owned by such Owner, and no Owner shall park or allow to be parked his automobiles or other vehicles on the adjacent roads and streets as a matter of course.

13. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property. All shrubs, trees, plants and lawns will be maintained in a neat and orderly manner and in keeping with the rest of the Property in the subdivision.

14. Animals and Pets. No stable, poultry house or yard, rabbit hutch or other structure for the care, housing, or confinement of any animal or bird shall be constructed or allowed to remain on any Lot. No animal or bird, except of a kind which is customarily kept as a domestic pet, shall be kept in any residence or on any Lot. No animal or pet shall be kept, bred, or maintained for any commercial purpose; and no animal or pet shall be kept so as to endanger the health or unreasonably disturb the Owners of any Lot or any resident thereof.

15. Restriction on Subdividing. No re-subdivision shall be made on any Lot if the effect of such re-subdivision shall serve to increase the total number of Lots in said subdivision. Nothing in this section shall prohibit the combining of more than one Lot into one building site.

16. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

17. Trees. No trees on any Lot which are greater than 18 inches in diameter, measured 4.5 feet above ground level, shall be destroyed unless reasonably necessary for the construction of a home or driveway or to protect the safety or welfare of any Owner.

18. Easements. Easements are reserved as indicated on the plat referred to in Article I for the purposes indicated on such plat.

ARTICLE IV.

GENERAL PROVISIONS

1. Enforcement. Declarant or any Owner shall have the right to enforce the covenants and restrictions contained herein and any other provision hereof by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, conditions, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law, or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by Declarant, or any

other to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

2. Duration. The provisions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, or any Owner of any Lot subject to this Declaration, their respective heirs, legal representatives, successors and assigns, until 20 years from the date hereof. This Declaration shall be automatically renewed and extended beyond said period for successive additional 20-year periods unless, within two years prior to the expiration of the initial 20-year period or any such subsequent period, at least 51% of the persons owning Lots shall execute and record in the office of the clerk of superior court of Camden County, Georgia, a document pursuant to O.C.G.A. §44-5-60 terminating this Declaration.

3. Amendment. This Declaration may be extended, amended, cancelled, or annulled at any time by the Declarant, so long as the Declarant is the owner of at least one Lot in the Property. Thereafter, this Declaration may be extended, amended, cancelled, or annulled at any time by the Owners of a majority of the Lots of the Property. No such amendment, extension, cancellation, or annulment shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Camden County, Georgia, an instrument executed by such Owners which shall state the terms of such action.

4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application hereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

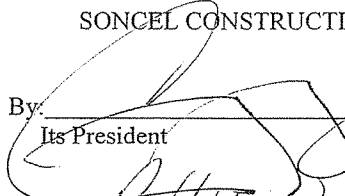
5. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

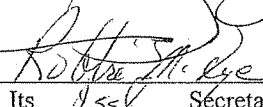
6. Captions. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular sections to which they refer.

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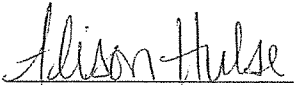
IN WITNESS WHEREOF, the undersigned have hereunto set the hands of their duly authorized officers and affixed their seals, the year and date first above set forth.

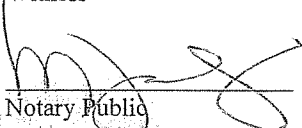
SONCEL CONSTRUCTION, INC.

By:  (SEAL)
Its President

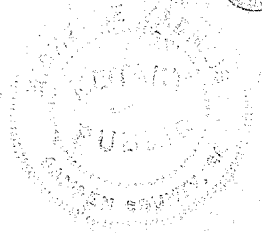
Attest:  (SEAL)
Its Assk. Secretary

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public

Notary Public, Camden County, Georgia
My Commission Expires Jan. 16, 2010



RECORDED APR 13 2006 
DEPUTY CLERK SUPERIOR COURT CAMDEN COUNTY, GEORGIA