

Note: See Amendment to Covenants & Restrictions Bk 1420 pg 824
Note See " " " " " Book 1438 pg 371.

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CAMDEN CO. CLERKS OFFICE

2007 AUG -7 PM 4:58

Please return to:
Gilbert, Harrell, Sumnerford & Martin, P.C.
P. O. Drawer 766
St. Marys, GA 31558

NORTHSHORE SUBDIVISION
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

THIS DECLARATION is made this 7th day of August, 2007, by
Waterfront Group Florida, LLC, a Florida limited liability company
("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Camden
County, Georgia, which is more particularly described on the attached Exhibit
"A" ("Property").

WHEREAS, Declarant desires to provide for the orderly development of
the Property so as to promote the well being of the residents thereon and value
of the Property;

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

Additional property lying within 2 miles of the geographical boundaries of
the Property subject to these covenants ("Additional Property") may be annexed
by the Declarant, without consent of the Owners whose Lots may be subject to
this Declaration or the consent of holders of deeds to secure debt on such Lots,
within 10 years of the date of recording of this Declaration pursuant to the
provisions more fully set forth in Article IV below.

ARTICLE I
DEFINITIONS

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Section 1. "Architectural Review Board" shall mean Declarant, or any party or parties named by Declarant or Declarant's successors and assigns in a written instrument referencing these covenants, properly executed and recorded in the deed records of Camden County, Georgia. If Declarant should be dissolved without having named a replacement Architectural Review Board in such manner, the Owners of a majority of Lots may designate in writing the names of the persons to serve as the Architectural Review Board; until such designation is properly recorded in the deed records of Camden County, Georgia, it shall have no effect.

Section 2. "Association" shall mean and refer to NorthShore GA Property Owner's Association, Inc., a Georgia corporation, its successors and assigns. The Association shall not be liable to any Owner, guest, licensee, or invitee to or on the Property for damages incurred in the performance of its duties or rights under these covenants.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area currently owned by the Association is described on the attached Exhibit "B". Additional Common Area may be conveyed to the Association upon the approval of the Association. The Association shall have the right to govern the use of the Common Area, and to charge fees for the use of any facilities in the Common Area.

Section 4. "Declarant" shall mean Waterfront Group Florida, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot or parcel of undeveloped Property from the Declarant for the purpose of development, provided that such rights as Declarant are specifically assigned to the successor or assignee and such successor or assignee shall specifically assume the obligations of Declarant under the Declaration.

Section 5. "Declaration" shall mean this declaration of covenants, conditions, restrictions and easements, as recorded in the public records of Camden County, Georgia and as amended from time to time.

Section 6. "Holder" shall mean any holder of a mortgage or deed to secure debt on any portion of the Property as security for the performance of an obligation, an insurer or guarantor of such deed to secure debt.

Section 7. "Lot" shall mean any lettered and numbered plot of land intended to be used for the construction of a residence shown upon any approved, recorded subdivision plat of the Property. Plots of land designated as a tract, or with designations in addition to letters and numbers, shall not be considered Lots.

Section 8. "Member" or "Members" means the members of the Association described in Article IX of this Declaration and in the Articles of Incorporation of the Association.

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Section 9. "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.

Section 10. "Owner" shall mean record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" or "Properties" shall mean that certain real property described in Exhibit "A", together with improvements thereon, and such additions to the Property as may hereafter be annexed pursuant to the provisions of Article IV.

ARTICLE II ARCHITECTURAL CONTROL

Section 1. General Provisions. No building, fence, wall or other structure or any other type of improvement, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board.

Section 2. Architectural Review Board. The Architectural Review Board shall have the following powers and duties:

(a) To draft architectural planning criteria and to amend such criteria from time to time.

(b) To require submission to the Architectural Review Board of three complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative or storage building, or other improvement (jointly referred to herein as "Proposed Improvement"), the construction or placement of which is proposed upon any Lot or the Property, together with a copy of any building permits which may be required. The Architectural Review Board may also require submission of samples of building materials and colors proposed to be used for any Proposed Improvement on any Lot or the Property, and may require such additional information as reasonable may be necessary for the Architectural Review Board to completely evaluate the Proposed Improvement in accordance with the Declaration and the architectural planning criteria.

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(c) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any Proposed Improvement including the color thereof. The evaluation undertaken by the Architectural Review Board relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible therefore that a submission to the Architectural Review Board might meet individual criteria delineated in this Declaration and still not receive approval, if in the sole judgment of the Architectural Review Board, its overall aesthetic impact is unacceptable. The approval of an application for one improvement shall not be construed as creating any obligation on the part of the Architectural Review Board to approve applications involving similar designs for improvements pertaining to different Lots.

(d) To create, maintain, modify, and amend a set of architectural guidelines to be used in approving or disapproving any construction, grading, landscaping, planting, and any other alteration on any of the Property.

(e) to charge a fee, in its sole discretion, for the filing and processing of submissions required under this Declaration.

If any Proposed Improvement or existing improvement shall be changed, modified or altered without prior approval of the Architectural Review Board of such change, modification or alteration, the plans and specifications therefor, then the Owner shall, upon demand, cause the improvement to be restored to comply with the original plans and specifications, or the plans and specification originally approved by the Architectural Review Board, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Architectural Review Board or any owner of a successful action to force compliances in connection therewith.

Any Owner making or causing to be made any Proposed Improvement to the Property or a Lot agrees and shall be deemed to have agreed to hold the Architectural Review Board, Declarant, and all other Owners harmless from any liability or damage to the Property or to persons resulting therefrom and expenses arising from any alteration, modification or change and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement upon installation thereof and for its compliance with any governmental codes, rules or regulations.

Section 3. Architectural Planning Criteria. The following Architectural Planning Criteria shall apply to any improvements to the Property. The following list is not comprehensive and may be modified as deemed necessary and reasonable by the Architectural Review Board.

(a) Antennae. No outside aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building on such Lot, except for a single dish not more than 24 inches in

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diameter and/or an antennae necessary for the reception of digital television signals, both of which must be kept out of view from the street, on the rear portions of a building.

(b) Trees. No tree or shrub, the trunk of which exceeds six inches in diameter as measured three feet from the ground, shall be cut down, destroyed or removed from a Lot or the Property without the prior express written consent of the Architectural Review Board. Violation of this provision will result a requirement that the Owner replace the tree with a tree substantially similar in size.

(c) Artificial Vegetation. No artificial grass, plants, or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Lot unless approved by the Architectural Review Board.

(d) Signs. No sign advertising any property for sale may be placed on any Lot. No signs of any kind shall be placed on any of the Property except those approved in writing by the Architectural Review Board.

(e) Games and Play Structures. All play structures, including basketball backboards, shall be located at the rear of the Lot, or on the inside portion of corner lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the home constructed on the Lot, nor shall any such structure exceed six feet in height and such structure must have prior approval of the Architectural Review Board. It is specifically acknowledged that in reviewing such plans for any raised structure, the Architectural Review Board shall assure that any use of such related structure does not result in violation of the privacy of adjacent Owners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

(f) Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot is subject to the approval of the Architectural Review Board. The Architectural Review Board will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. Fences shall be of high quality, shadow box style, and made of wood or vinyl. All fence supports and posts shall be secured below ground level with appropriate concrete footing, and fences shall not be allowed to deteriorate or lean in any way. No fence shall be erected or maintained between the rear corner of any house and the street which such house faces. In the case of corner Lots, no fence shall be maintained within the street setback lines for such Lot, as shown or described on the recorded subdivision plat.

(g) Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view except during pickup if required to be placed at the curb. The Architectural Review Board will be entitled to specify the type of trash container to be used by each Owner.

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(h) Structure Types. No mobile home, defined as a detached, portable structure built on a chassis, designed and used as the residence of not more than one family and constructed to be transported after fabrication on its own wheels upon streets or highways, shall be allowed on any Lot, nor shall any modular home of any kind be allowed, it being the intention of these covenants that every residence be "stick built" from the ground up. No vinyl or aluminum siding shall be used on any vertical surfaces of the exterior of any building on any Lot. Unless first approved in writing by the Architectural Review Board, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporally or permanently, except that a Lot may be used by Declarant or its designee as a sales office, construction office or model during any development of the Property or Additional Property by Declarant or its designee.

(i) Mailboxes. No mailbox, paper box or other receptacle of any kind for use in the delivery, of mail, newspapers, magazines or similar material shall be erected on any Lot except pursuant to the standards set by the Architectural Review Board. It is the intention of Declarants that mailboxes throughout the Property shall be of like design and materials. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make a delivery to wall receptacles attached to buildings, each Owner, on the request of the Architectural Review Board, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to such dwellings.

(j) Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

(k) Utility Connections. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television, shall be underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

(l) Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property, and window or wall air conditioning units shall be prohibited. Outside compressors and heat pumps used in connection with heating and air conditioning systems shall be screened in a manner approved by the Architectural Review Board so as not to be visible from any street or adjacent areas.

(m) Window Coverings. No reflective window coverings or treatments shall be permitted on any building in the Property. The Architectural Review Board, at its discretion, may control or prohibit window coverings and treatments in buildings which are not reasonably compatible with aesthetic standards in the area of the Property where located.

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(n) Garages. All garage doors shall be kept closed except when vehicles are entering or exiting. No garage may be enclosed for use as a part of a dwelling unless a replacement garage is constructed on the same Lot, which garage shall be in all ways in compliance with the architectural guidelines.

(o) Exterior Clothes Drying. No clothes lines or similar devices shall be erected or installed on the exterior of any Lot for the purposes of drying clothes or other items.

(p) Tanks. Tanks for the storage of propane, liquefied natural gas, or other materials shall not be maintained on any Lot without written approval of the Architectural Review Board, and only if screened or buried in a manner approved by the Architectural Review Board so as not to be visible from any street or adjacent areas.

ARTICLE III USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the improvements and/or Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Residential Uses. Lots shall be used for single family residential living purposes of not less than 1800 square feet of heated and cooled space for lots 1 - 606 and not less than 1500 square feet of heated and cooled space for lots 607-670. No business or commercial use may take place on any Lot and no business may be conducted on any part thereof without prior written approval from Declarant. Declarant further reserves the right for itself, its successors and designee, the right to use a Lot for a sales office, mode or construction office or, for so long as sales or construction is taking place.

Section 2. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to adjacent Owners. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Architectural Review Board and its written decision shall be dispositive of such dispute or question.

Section 3. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any cleared Lot, and no refuse piles or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. The Owner of each Lot shall maintain the exterior of any buildings and improvements on such Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly growths or objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, after giving written notice of its intent to do so and the Owner's failure to act within three days

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from receipt of notice, the Architectural Review Board or the Declarant may authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. The cost of any such maintenance, including mowing, shall constitute a lien on the respective Lot, which may be foreclosed in the same manner as other liens for the improvement of real property. During construction of any improvement on a Lot, the Owner of such Lot will be required to maintain it in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 4. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles or "dirt bikes" may be operated or parked off of paved roadways and drives.

Section 5. Noise. Exterior noise, and noise emanating from within any Lot, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates, and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

Section 6. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, oil refining, or tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 7. Vehicles, Trailers, Boats, and Commercial Trucks. In order to maintain the standards of the Property with respect to residential appearance, no vehicles of any kind including, without limitation, commercial trucks, trailers, recreational vehicles or boats shall be permitted to be parked or to be stored on blocks or maintained outside an enclosed garage; provided, however, that any Owner who owns more than two noncommercial vehicles or boats which are parked inside an enclosed garage may allow additional noncommercial automobiles owned by such Owner to be parked outside such garage.

Section 8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 9. Water System. Each Owner will be serviced water by the City of Kingsland when such service is available. Each Owner will be solely responsible for their connection fee and Water Capital Recovery Fee.

Section 10. Sewer System. Each Owner will be serviced sanitary sewer by the City of Kingsland when such service is available. Each Owner will be solely responsible for their connection fee and Sewer Capital Recovery Fee.

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Section 11. Resubdivision. No Lot or portion thereof shall be divided or resubdivided by any entity or person other than Declarant in a manner which serves to increase the number of Lots within the Subdivision without the consent of the Declarant, which consent may be withheld for any reason. Provided, however, that a Lot may be resubdivided for the purpose of a road with the consent of the Declarant.

Section 12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructing of such sight lines.

Section 13. Additional Use Restrictions. The Architectural Review Board may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lots or Property as the Board, in its sole discretion, deems appropriate.

ARTICLE IV ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, until ten years from the date of recording this Declaration, from time to time and in its sole discretion, to annex to the Property and to include within this Declaration all or part of the Additional Property.

Section 2. Supplemental Declaration. Any such additions authorized in section 1 above may be made by filing of record of one or more supplemental declarations. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration is to be deemed a part of the Property subject to this Declaration. Such supplemental declaration shall become effective only upon being filed for in the public land records of Camden County, Georgia.

ARTICLE V RECONSTRUCTION OF IMPROVEMENTS

Damage to Improvements. In the event of damage or destruction to any portion of the improvements on a Lot, such improvements shall be repaired or restored. In the event that the damage or destruction renders the improvement uninhabitable or the damage is so substantial, that the Owner determines not to rebuild, the Owner shall clear the debris and have the Lot restored to its natural condition, within 60 days from the date of destruction or damage.

ARTICLE VI EASEMENTS

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Section 1. Utility Easements. For so long as the Declarant is the owner of a Lot, the Declarant reserves the right to grant perpetual nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private, including without limitation cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements.

Section 2. Declarant's Easement of Correct Drainage. For as long as the Declarant is the owner of a Lot, Declarant hereby reserves a blanket easement on, over, and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

Section 3. Other Easements. Easements shown on the recorded subdivision plat of the property are reserved in perpetuity for the purposes noted on such plat. Easements delineated as landscape buffers shall serve to prohibit the removal of trees or any other vegetation within such buffer area, it being intended that such areas shall remain in their natural state. Easements along the marsh areas delineated "25-foot undisturbed buffer" shall serve to prohibit the presence of heavy equipment and the disturbance of the ground within such areas, with clearing limited to hand-held equipment which does not disturb the root system of any plants.

Section 4. Entry Easement. In the event that the Owner fails to maintain a structure or any portion of the Property for which the Owner is responsible or in the event of emergency, the Architectural Review Board shall have the right to enter onto the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Except in the case of an emergency, such entry shall take place only after written notice is given to the Owner. Entry onto the Lot as provided herein shall not be deemed a trespass and the Architectural Review Board shall not be liable for any damage so created unless such damage is caused by the Architectural Review Board's willful misconduct or gross negligence.

ARTICLE VII LAKE AND WATER RIGHTS

Section 1. Ownership of Lakes. The Declarant may construct or cause to be constructed certain lakes or retention ponds ("Lakes") forming part of an overall drainage system for the Property. The bottom of any Lake or any portions thereof may be conveyed to an individual, which shall be the owner of such portion of the Lake for the purposes set forth in this Declaration. Declarant and the Association are hereby granted an easement over the Property to the extent necessary or appropriate for the purpose of ingress and egress to maintain the Lakes.

Section 2. Improvements on Lake. In the event that Declarant or an entity designated by the Declarant shall construct any bridges, docks or other

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improvements which may extend over or into Lakes or construct any bulkheads or similar improvements to support or enhance the Lakes, the adjoining Owners shall maintain any and all improvements in good repair and condition. No Owner, except the Declarant or its designee, shall be permitted to construct any improvement on, over, under, or adjacent to any Lake without the written consent of the Architectural Review Board, which consent may be withheld for any reason.

Section 3. Easements. All Owners of Lots adjoining the respective Lakes shall have a perpetual non-exclusive easement for enjoyment and use of the Lake surface waters adjoining such Owners' Lots. The use of Lakes shall be limited to fishing, canoeing, and kayaking.

Section 4. Use Restrictions and Covenants. In connection with the use of any Lakes the following restrictions apply:

(a) No motorized or power boats shall be permitted on any Lakes with the exception of boats used for maintenance thereof. No dock or similar structure be placed on any lakefront Lot without written approval from the Architectural Review Board.

(b) No bottles, trash, cans or garbage of any kind or description shall be placed in any Lakes.

(c) No activity shall be permitted on any Lakes which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Declarant's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

(d) No person or entity, except Declarant, shall have the right to pump or otherwise remove any water from any Lakes for the purpose of irrigation or other use.

(e) Any Lakes within the Property shall not be used in conjunction with any business enterprise or public use whatsoever.

(f) Only Owners and their accompanied guests shall be permitted to fish in the Lakes and the river adjoining the Property and only in areas so designated.

(g) No swimming shall be permitted in any Lake.

Section 5. River and Creek Impacts. Development of and construction on Lots adjoining the creek and river abutting the Property shall be done pursuant to guidelines and permits required by the Georgia Department of Natural Resources. In addition, any Owner desiring to install a private dock must obtain approval of the design and location from the Architectural Review Board, as with any structure.

ARTICLE VIII
COVENANT AND MAINTENANCE ASSESSMENT

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Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) yearly assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees for collection thereof, shall be charged on the land and shall be a continuing lien upon the Lot against which 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 or her successor in title, provided each successor in title obtains a written statement from the secretary or any other officer of the Association that the assessments for such Lot are current as of the date of transfer of title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and infrastructure within the Common Area.

Section 3. Maximum Assessments. The maximum initial yearly assessments shall be \$600.00 per Lot. Assessments as to each Lot will begin on the first day of transfer of ownership from Declarant to the new Owner and will be prorated for the year of such transfer.

(a) From and after the date of commencement of annual assessments, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the date of commencement of annual assessments, the maximum assessment may be increased above 10% by a vote of at least 51% of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment, a special assessment may be made by the Association, 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 Common Area, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Both yearly and special assessments shall be fixed at a uniform rate for all Lots within the respective categories set forth above; special assessments may be collected on a monthly basis.

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Section 6. Due Dates of Annual Assessments. The board of directors of the Association shall fix the amount of the assessment against each Lot no later than December 1 of each year. Written notice of changes in the 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 7. Effect of Nonpayment of Assessments; Remedies of the Association. All assessments shall be promptly paid when they become due and in the event of the Owner's failure to pay promptly when due, such failure shall constitute a lien upon the individual Lot. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% 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. The lien may be foreclosed in the same manner as other liens for the improvement of real property. The Owner shall be responsible for all costs of collection, including court costs and attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt. 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 shall extinguish the lien of such assessments as to the 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.

ARTICLE IX MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot is a Member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

4.2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Declarant. Class A Members are entitled to one vote for each Lot owned by the Lot Owner, except as herein provided

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regarding the Developer. Upon termination of Class B Membership, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

(b) Class B. The Class B Member is Declarant, who is entitled to two votes for each Lot owned by Developer within the Property, plus the total number of votes held by Class A Members. The provisions of this Declaration exempting portions of the Property owned by the Developer from the Association's assessments do not affect the calculation of the Class B Member's voting rights under this Article. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) when the Declarant no longer owns a Lot in the Property; (ii) ten years from the recording date of this Declaration; or (iii) the effective date of the written waiver of the Class B voting rights by the Class B Member.

4.3 Co-Ownership. If more than one person holds the record title to any Lot, all such persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.4 Inspection of Records. All books, records, and papers of the Association, including copies of the Governing Documents and the Regulations, must be open to inspection and copying at the Association's principal office located within the State of Georgia during reasonable business hours by any Owner and by Developer, so long as Developer is a Member of the Association in accordance with the provisions set forth in the bylaws. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification.

4.5 Amplification. The Members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Declarant intends that the provisions of this Declaration and the Articles and bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results,

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however, the provisions of this Declaration shall control anything in the Articles or bylaws to the contrary.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant 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.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.

Section 3. Term. 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.

Section 4. Amendment. This Declaration may be amended during the first 20-year period by an instrument signed by the Owners of not less than 90% of the Lots, and thereafter by an instrument signed by not less than 51% of the Owners. Any amendment must be recorded. Notwithstanding the foregoing, the Declarant reserves and shall have the sole right, so long as Declarant owns at least one Lot, to (a) amend this Declaration in any way, in Declarant's sole discretion, and (b) to release any Lot thereon from any parts of the Declaration which have been violated (including without limitation violations of building restriction lines and provisions hereof relating thereto) if the Declarant or the Architectural Review Board determines such violation to be minor or non-adverse.

Section 5. Declarant's Successors. So long as the Declarant owns any parcel of the Property, the Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, privileges, authority and reservation given to or reserved by the Declarant by any part or section of this Declaration. At such time as Declarant exercises its rights hereunder, Declarant shall record an instrument in the public records of Camden County, Georgia specifying with reasonable detail the particulars of the assignment made by Declarant. If at any time after Declarant no longer owns any Property or Additional Property there shall be no

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person, firm, corporation trust or other entity specified by the Declarant to exercise any rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and exercised by the Architectural Review Board.

Section 6. Attorney's Fees. In the event that any action is taken by any party authorized herein to enforce any provision in this Declaration, the prevailing party shall be entitled to receipt of its attorney's fees and court costs. Wherever in the Declaration there is a section providing for the payment of attorney's fees, such provision shall include attorney's fees incurred prior to or during litigation of the matter or on appeal.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 7 day of August, 2007.

Waterfront Group Florida, LLC

By: 175 (SEAL)

Its President

STEPHEN D ADKINS

Signed, sealed, and delivered
in the presence of:

Shirley C. Cus
Witness

Norville Goebel
Notary Public

Notary Public, Camden County, Georgia
My Commission Expires Aug. 30, 2009

CLERK'S NOTE: CONTINUE NEXT PAGE

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EXHIBIT "A"

All that lot, tract, or parcel of land lying and being in 32nd G. M.
District, Camden County, Georgia, more particularly described as
follows:

All of NorthShore 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 August 6, 2007, recorded in Plat Drawer 23, Map
Nos. 34 through 45 inclusive, Camden County,
Georgia, records.

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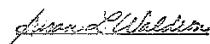
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Exhibit "B" - Common Area

All those lots, tracts, or parcels of land lying and being in the 32nd G.M. District, Camden County, Georgia, more particularly described as follows:

All of Tracts One through Nine inclusive, Lake Tracts Ten through Twenty-Three inclusive, Tract Twenty-One, Tract Twenty-Two, Lake Tract Twenty-Three, Longshore Drive, Port Way, Northshore Drive, Bulkhead Drive, Point Bar Court, Bowline Lane, Catamaran Court, Beach Head Court, Ballast Rock Lane, Yardarm Lane, Wave Break Court, Estuary Circle, Shoal Shores Drive, Shoreline Drive, Park View Lane, Seine River Court, River Watch Court, Breakwater Loop, Starboard Court, and that tract of land surrounded by Estuary Circle and Ballast Rock Lane, all as more fully and accurately shown and described on that certain plat of survey of NorthShore Subdivision by Ernest R. Bennett, Jr., Georgia Registered Surveyor No. 2093, dated July 30, 2007, recorded in Plat Drawer **, Map Nos. * through * inclusive, Camden County, Georgia, records.

Recorded AUG 07 2007


Clerk Superior Court

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