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STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESTATED DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, on January 10, 1986, Lufburrow, Inc. did promulgate a certain Declaration of Protective Covenants applicable to Phase I, South Harbor Subdivision, Chatham County, Georgia as shown on the survey recorded in Subdivision Map Book 6-S, Page 85 in the Office of the Clerk of the Superior Court of Chatham County, Georgia which Declaration of Protective Covenants is of record in Deed Book 129-0, Page 684, aforesaid records; and

WHEREAS, the Declaration states that the Restrictive Covenants would be effective until January 10, 2006, at which time said Covenants may be extended or terminated in whole or in part; and

WHEREAS, the undersigned are the owners of the hereinafter identified and submitted lots in the aforesaid real estate subdivision located on Skidaway Island, Chatham County, Georgia, as shown upon the aforesaid plat recorded in Subdivision Map Book 6-8, Folio 85, of the records of Chatham County, Georgia; and

WHEREAS, it is in the interest of the owners and each and every person purchasing any lot in said Subdivision that the property be subject to certain covenants, restrictions, servitudes and easements in order to insure to the owners the maximum enjoyment of a prestigious planned island residential environment and the maximum protection for their investment;

NOW, THEREFORE, in consideration of the premises and the benefit to be derived by the owners aforesaid, the undersigned owners do hereby establish, promulgate and declare the following restrictive covenants to apply to the lots as heretofore described and further identified on the signature pages below, these covenants to become effective immediately upon recording and run with the land and shall be binding on all persons claiming under or through them for a period of

twenty (20) years from the recording of this instrument at which time said covenants will be automatically extended as hereinafter provided, to-wit:

1. GENERAL:

1.1 - Property Controlled: The real property which is controlled by these Restrictive Covenants is located on Skidaway Island, Chatham County, Georgia, and more particularly described in the plat is recorded in Subdivision Map Book 6-S, page 85, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.2 - Additional Property to be Controlled: LUFBURROW, INC., SOUTH HARBOR CO., ALBERT B. LUFBURROW, STEPHEN R. LUBURROW and BETTE S. LUFBURROW are the owners of adjacent properties to the property described above and reserve the right to bring within the control of this Declaration in future stages of development any part, or all of such additional lands. Such additions shall be accomplished by filing of record a supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the application of the covenants and restrictions of this Declaration of such property. Such supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in this declaration. Besides conventional lots said additional property shall provide sites for patio lots, townhouses and condominiums. Owners in any such additions will become subject to assessments for their just share of Protective Association expenses as hereinafter provided. In no event shall any such supplementary Declaration revoke, modify or add to the covenants established by this Declaration.

1.3 - Architectural Control Committee: The Architectural Control Committee shall be named by SOUTH HARBOR CO. To guarantee the maximum enjoyment of a prestigious planned island residential environment and to provide maximum protection for the investment of owners of conventional lots, patio lots, townhouses, and condominium units, all plans and specifications for all structures and all utilization of the lots in said subdivision must be submitted to the Architectural Control Committee, c/o SOUTH HARBOR CO., for its review and approval. Plans and specifications, and a plot plan of lot utilization to scale showing all improvements to be erected or constructed thereon, including curb cuts, driveways, culverts, paving, and markers, a tree survey with all trees six inches in diameter breast height, and a schedule showing colors of all exterior components shall be submitted in duplicate. Approval by the Architectural Control Committee must be evidenced by the Committee's endorsement on each component of both sets of submissions, and one set shall forthwith be returned by the Committee to the person submitting the same. If an owner cannot submit plans and specifications, plot plan and color scheme acceptable to the Committee, SOUTH HARBOR CO. is hereby given the option of buying back the lot from the owner at 94% of the then fair market value as determined by a mutually agreed upon disinterested M.A.I. or similar appraiser. If such agreement cannot be reached as to a disinterested appraiser, then the fair market value is to be determined by each party appointing an arbitrator and if the two arbitrators cannot agree within a period of 30 days from appointment, then within 15 days thereafter the two must select a third and if this cannot be done within said time limit, then the third shall be designated by a Superior Court judge. The determination of the three arbitrators shall be completed within 45 days of the appointment of the third arbitrator and their decision shall be final and binding as to the fair market value of said lot.

1.4 - Subsequent Improvements: Any improvements not shown on the approved plans, specifications and plot plan which owners may desire to erect or construct on their property must likewise be approved by the Architectural Control Committee as outlined in Section 1.3 above.

1.5 - No Waiver: The approval of the Architectural Control Committee of any plans or specifications or plot plan submitted for approval, as herein provided, shall not be deemed to be a waiver by the Committee of the right to object to any similar features or elements if and when such features or elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

1.6 - Approval by Inaction: If the Architectural Control Committee shall fail to approve or disapprove any plans, specifications or plot plans submitted to it for approval, within 60 days of the date of submission, the same shall be deemed to have been approved.

1.7 - Entry and Inspection: The Architectural Control Committee may at any reasonable time enter and inspect any building or property subject to jurisdiction of the Committee as herein provided while under construction.

1.8 - Completion of Construction: Any construction undertaken on any lot shall be continued with diligence towards the completion thereof and construction of any dwelling other than multi-family units shall be completed within one year from commencement of construction, except that such period may be extended by reason of an act of God, labor disputes or other matters beyond the owner's control.

1.9 - Certificate of Occupancy: Prior to occupancy of any dwelling, constructed or erected on such lot, the prospective occupant shall obtain a Certificate Of Occupancy issued by the Architectural Control Committee certifying that the construction thereof has been completed in accordance with the plans and specifications and plot plan approved by the Committee.

2. MATTERS PROHIBITED, PERMITTED AND REQUIRED:

2.1 - Land Use and Building Type: All residential building lots which are designated on the subdivision plat shall be used for private single family residences only. On each lot there shall be constructed only one dwelling designed for occupancy by a single family and one free standing accessory building designed for use in conjunction with said dwelling. No lot may be subdivided. (Patio, townhouse and condominium lots located on said additional property will be governed by these covenants and restrictions as modified by covenants and restrictions supplemental hereto.)

2.2 - Dwelling Quality: All buildings shall be of a design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other dwellings within the planned unit development. All dwellings shall be constructed in accordance with applicable government building codes and such additional restrictive standards as may be required by the Architectural Control Committee.

2.3 - Height Limit: No structure shall be more than two and one-half stories and the highest point shall be no more than 33 feet above the flood plain as established by the U. S. Corps of Engineers.

2.4 - Minimum Living Area: Minimum living area of a dwelling shall not be less than 1600 square feet for a one-story dwelling, except not less than 2000 square feet if the dwelling has three or more bedrooms; and for dwellings of more than one story, not less than 2000 square feet in the dwelling and not less than 1200 square feet on the first story. "Living area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include open porches, open terraces, breezeways, attached garages, carports or accessory buildings. Developers' objective is to maintain quality of construction, both inside and out, to maintain uniformity of value as to the inside and to avoid repetitious floor plans or appearance.

2.5 - Location of Dwellings and Structures on Lot: The dwellings and structures on the lots shall observe the setback restrictions as shown on said subdivision plat, but in no event shall side setback restrictions on each side be less than one-sixth (1/6) of the width of the lot; provided however as to Lot No. 26 the side setback restriction between Lots 26 and 25 shall be only 20 feet.

2.6 - Wall, etc.: No walls, fences, hedges or other obstructions shall be placed nearer to the front lot line or side street lines than the minimum setback prescribed herein. No wall or fence shall be constructed on any marsh front lot within thirty (30) feet of the bluff or marsh line. No docks shall be constructed on any marsh front lots.

2.7 - Other Structures: Swimming pools, the highest projection of which shall not exceed three feet in height and outdoor fireplaces not to exceed six feet in height and tennis courts may be erected and maintained within the rear setback but not nearer than 17-1/2 feet from the rear lot line of any lot. Detached garages, bath houses and other buildings not more than one story in height may be erected and maintained within the rear setback but not nearer than 20 feet from the rear lot line. No such improvements, however, may be placed in or upon land reserved for easements. No television satellite antennas may be installed on any lot or structure.

2.8 - Curb Cuts and Driveways: If a common access easement to two adjoining lots are shown on the recorded plat, then no curb cut shall be allowed in any other location.

2.9 - Nuisances Described and Prohibited: The following on said lots are prohibited and shall be construed as nuisances and abated as such: Conducting of any home occupation or profession, conducting of a garage or estate sale or any similar sale, carrying on of any noxious or offensive activity which may be or may become an annoyance or a nuisance to the neighborhood, keeping of livestock or poultry other than customary domestic pets, such as dogs and cats, and all such pets at all times shall be kept under control and not permitted to run loose, and the regular parking of commercial vehicles or vehicles for commercial use, boats, mobile homes, trailers, campers, or any like kind or other similar vehicles on any unenclosed garage, carport, driveway or parking area on any lot, parkway or common properties.

2.10 - Landscape Control: All landscaping shall be subject to the control of the Architectural Control Committee.

2.11 - Temporary Structures: No trailer, tent, shack or other mobile or temporary structure shall be used for a temporary or permanent residence. Temporary buildings or structures used during the construction of a living unit shall be on the same lot as the dwelling and such buildings or structures shall be removed upon completion of construction. Proposed location of temporary structures must be shown on plot plan referred to in Section 1.3 above and shall be subject to prior approval by the Architectural Control Committee.

2.12 - Maintenance of Side Strips: Each lot owner shall be responsible for the maintenance of strips located between his lot lines and the edges of streets or ingress or egress easements on which said lots border.

2.13 - Maintenance of Grounds: All lots, vacant or improved, shall be maintained in a clean and neat fashion by the owners thereof and any owner who allows the collection of any unsightly matter or excessive growth of weeds, grass or undergrowth, or parking of boats, trailers, automobiles not regularly operated, or any other unsightly property, shall, upon notice from the Architectural Control Committee, immediately correct such unsightly conditions and upon his failure to do so within a period of 30 days, the Committee may, at its option, have said grounds cleaned and the unsightly matter or property moved, and the owner shall be responsible for the cost of such removal and any subsequent cost of storage or disposition. After 30 days written notice to the owner, said Committee may dispose of such property as owner's agent and at owner's expense.

2.14 - Signs: No signs shall be posted except "For Sale" signs not larger than four feet by six feet during the development stage, and not larger than two feet by three feet, one per lot, after development is completed.

3. OWNERS' PROTECTIVE ASSOCIATION:

3.1 - Organization: There has been formed an Owners' Protective Association as a nonprofit corporation under the laws of the State of Georgia, to serve as an organization for the mutual self-interest and protection of owners of conventional and patio lots, townhouses and condominium units. Whenever the term "lot owner" or "owners" is used herein it shall be construed to include owners of conventional and patio lots, townhouses and condominium units and the word "lot" shall be construed to include individual and patio lots, townhouses and condominium units. Each lot owner, by acceptance of a deed, becomes a member of said Association automatically with all of the rights, privileges and obligations pertaining to such membership. It is intended that the Association will perform services similar to that which would be performed by a municipality and will own and maintain the common properties and facilities and pay the expenses with respect thereto from assessments to be made against the lot owners. Owners' Association shall establish dues, fees and assessments for maintenance and/or replacements of facilities and may mortgage said common facilities to finance in whole or in part additional improvements after full development, or prior to full development with consent of SOUTH HARBOR CO. Each owner shall have one association vote for each lot owned and SOUTH HARBOR CO. and the other developers named in Section 1.2 shall have three votes for each lot owned. A copy of the Articles of Incorporation and By-laws of the Association and a copy of these Restrictive Covenants shall be furnished each lot owner prior to the execution of a purchase contract and each lot owner agrees to be bound and governed thereby. Claims of the Association shall constitute a lien against the

lots. (The applicability of this section to owners of the additional properties referred to in Section 1.2 shall be governed by the terms of the supplementary Declarations and adjusted to the types of properties involved to assure equitable treatment to all owners.)

3.2 - Common Facilities: Streets, common areas, and recreational areas, including the marina, are to be conveyed to the Owners' Association and developed for the use of all owners. Land for the marina and recreational area is to be conveyed to the Owners' Association in phases. Improvements will be completed as phases of development are completed. On completion of Phase I four and one-half acres with 400 feet on the intracoastal waterway will be dedicated to the use of purchasers within Phase I and the additional property referred to in Section 1.2 and leased to the Owners' Association. Title will be transferred to Owners' Association in phases as subsequent phases or development are completed.

4. PARTIAL AND TOTAL LOSSES:

In the event of a partial loss of a structure by fire, windstorm or other cause, the structure must be restored to its original condition in a reasonable length of time and restoration must be commenced within six months of date of loss. In the event of a total loss, the remains must be razed and debris removed in a reasonable length of time, not to exceed 60 days from date of permission to raze is granted by an insurance carrier.

5. DEVIATION BY AGREEMENT OF ARCHITECTURAL CONTROL COMMITTEE:

Deviations from these restrictions may be permitted by the written acquiescence in advance of the Architectural Control Committee without accountability to other lot owners. Such deviations must be founded upon practical difficulties or particular hardships which otherwise would be suffered by such deviating lot owners. Any such deviation shall not constitute a waiver of any covenant as to any others in the restricted subdivision.

6. WATER SUPPLY AND SANITARY FACILITIES:

Water will be supplied by Skidaway Island Utilities, Inc. which will own and operate all water facilities. In Phase I sanitary sewage will be accommodated by individual septic tanks. It is anticipated that eventually Skidaway Island Utilities, Inc. shall supply sanitary sewer lines. Periodic utility availability fees may be charged to owners pending tap on. Tap on fees and monthly charges shall be paid by owners when billed by, and as set by, Skidaway Island Utilities, Inc. No individual deep well will be permitted, but owners may drill shallow wells for non-potable water. In the event any water or sewer facility cost is imposed upon the development subsequent to the conveyance of title to an individual owner, such cost shall be assessed by the Owners Protective Association to the owners based upon each lot's original cost price and shall be paid either to SOUTH HARBOR CO. or to Skidaway Island Utilities, Inc.

7. ENFORCEMENT OF RESTRICTIVE COVENANTS:

Any violation or attempt to violate these covenants or restriction may be enjoined in any proceeding at law or in equity and the person or persons violating or attempting to violate such

covenants or restrictions shall be liable for all damages suffered by any person resulting from such violation or attempt.

8. INVALIDITY OF PART:

Any invalidation of any part of these covenants or restrictions shall in no wise affect any of the other provisions which shall remain in full force and effect.

9. RIGHT TO ENFORCE:

A breach of any of these restrictive covenants shall give to SOUTH HARBOR CO., the ARCHITECTURAL CONTROL COMMITTEE and the ASSOCIATION, and any affected owner, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may exist thereon contrary to these restrictive covenants. Such enforcing party shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nor shall any such party be liable for any damages occasioned thereby. Where an action, suit or judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, servitudes, and easement, the losing party in such litigation shall pay all the expense, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

10. WAIVER:

Failure to enforce these restrictive covenants in one instance shall not constitute a waiver of the right to enforce in any other incident.

11. AGREEMENT OF LOT OWNERS:

By accepting a deed to any conventional or patio lot, townhouse or condominium unit the owner thereof shall have acknowledged that he or she has read, comprehended and agreed to all of the terms and conditions of these restrictive covenants and conditions and any supplements thereto.

12. RENEWAL AND TERMINATION.

These covenants and restrictions shall automatically renew for successive twenty (20) year periods unless terminated as herein provided. To terminate these covenants in whole or in part, at least 51 percent of the persons owning lots affected by such covenant shall execute a document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of lots affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. Such document shall be recorded in the Office of the Clerk of the Superior Court of Chatham no sooner than but within two years prior to the expiration of the initial 20 year period or any subsequent 20 year period of these covenants.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused these presents to be executed under their hand and seal to be immediately effective as to the submitted property upon recordation.

Signed, sealed and delivered
this in the day of presence of:

Owner(s) of Lot No.: _____
Street Address: _____

Witness

_____(L.S.)
Printed Name: _____

Notary Public

_____(L.S.)
Printed Name: _____