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1981

STATE OF GEORGIA            |  
  |  
CHATHAM COUNTY            |

522

THIS AGREEMENT, made and published by and between TALAH I LAKE  
MANAGEMENT CORP. and the undersigned, hereinafter referred to as  
"Grantors",

- W I T N E S S E T H -

WHEREAS, Grantors are the owners of various lots of land on  
Talahi Island, in Chatham County, Georgia, known as Talahi Lake Estates,  
Section II, recorded in Subdivision Map Book G, Page 25, of the Chatham  
County Records; and Talahi Lake Estates, Section II Addition, recorded  
in Subdivision Map Book N, Page 66, of the Chatham County Records; and  
Talahi Lake Estates, Section II Addition No. 2, recorded in Subdivision  
Map Book O, Page 25, of the Chatham County Records; and Talahi Lake  
Estates, Section III, recorded in Subdivision Map Book L, Page 4, of the  
Chatham County Records; and Talahi Lake Estates, Section IV, recorded  
in Subdivision Map Book L, Page 22, of the Chatham County Records; and  
Talahi Lake Estates, Section V and Modification Lot 10 of Section IV,  
recorded in Subdivision Map Book O, Page 35, of the Chatham County  
Records; and

WHEREAS, it is in the interest, benefit and advantage of Grantors,  
their heirs and assigns, and each and every person who shall hereafter  
purchase from Grantors any lot in said Subdivision, that this agreement  
as set forth and declared to be a covenant running with the land:

NOW, THEREFORE, for and in consideration of the premises and of the  
benefits to be derived by the Grantors and each and every subsequent owner  
in privity with them in said Subdivision known as Talahi Lake Estates,  
Talahi Island, Chatham County, Georgia, hereby agree and covenant that  
each Grantor shall be deemed to covenant for himself, his heirs, repre-  
sentatives, successors and assigns, to pay to Talahi Lake Management Corp.  
(1) the initiation fee for membership in the corporation and (2) annual  
dues for all members as established by the Board of Trustees and (3)

all such initiation fees and annual dues as established and collected from time to time as provided in the bylaws of Talahi Lake Management Corp. All such initiation fees and annual dues, together with such interest thereon and costs of collection thereof, shall be a charge on the land with respect to which such initiation fee and annual dues are made and shall be a lien against Grantors' land. The initiation fee and the annual dues, together with interest thereon and costs of the collection thereof, also shall be the personal obligation of the person who is the titled owner of such assessed land at the time when the initiation fee and annual dues fell due.

IN WITNESS WHEREOF, Grantors have hereunto set their respective hands and seals.

Patricia Wade Christian

Larry James Christian

Robert W Lynch

Helen G. Hearse

Jimmy E Harrell

P. B. Harrell

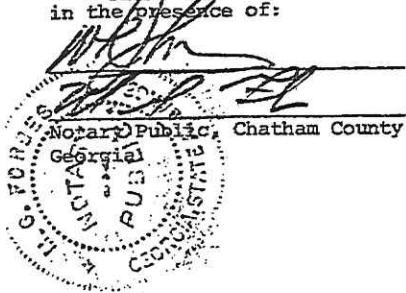
Stephanie L. Wang

Sara J. Stemberidge

Wesley J. Stemberidge, Jr.

Wesley D. Stemberidge Sr.

Signed, sealed and delivered  
This 15<sup>th</sup> day of August, 1981,  
in the presence of:



524

Cassie P. Stenbridge

Raymond H. Stokol

Edwin W. Jones

Sarah P. Jones

<sup>2</sup>  
Colin P. Robina

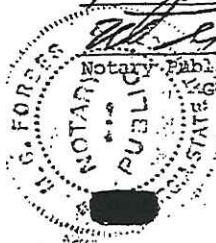
Susan H. Aycock

<sup>1</sup>  
Edward J. Coppage

<sup>x</sup>  
Phillip E. Alford

<sup>x</sup>  
Ronan D. Hunt

Signed, sealed and delivered  
This 13<sup>th</sup> day of August, 1981,  
in the presence of:

[Signature]  
Notary Public, Chatham County,  
Georgia  


[Signature]

[Signature]

J. Clinton Morris, Sr.

Ann H. Morris

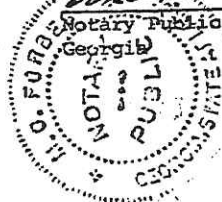
Bobby J. Ferguson

Filed For Record At 1:40 - 9 Clock P M. On The  
24 Day Of Aug 1981  
Recorded In Book of 117-6 Page 522  
On The 24 Day Of Aug 1981

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Signed, sealed and delivered  
This 13th day of August, 1981,  
in the presence of:

[Signature]  
[Signature]  
Notary Public, Chatham County,



STATE OF GEORGIA )  
COUNTY OF CHATHAM )

405

DECLARATION OF RESTRICTIVE COVENANTS  
TALAHY LAKE ESTATES, SECTION V

This Declaration of Restrictive Covenants made and entered into this \_\_\_\_ day of October, 1977, by the undersigned, hereinafter referred to as Owner:

W I T N E S S E T H

WHEREAS, the undersigned is the Owner of all lots shown and delineated upon that certain map or plan of Talahi Lake Estates, Section V, located on Talahi Island, Chatham County, Georgia, recorded in Subdivision Map Book 0, Page 35, of Chatham County Records, and it is the intent that all of said lots shall be subject to the Restrictive Covenants hereinafter set forth.

All conveyances of the lots shown on the map above referred to shall be subject to all of the requirements shown on said map.

NOW, THEREFORE, the said Owner hereby agrees and declares that the following Restrictive Covenants are applicable to and shall bind all lots within Talahi Lake Estates, Section V, as shown on map hereinbefore referred to and are and shall be covenants running with the land, fully binding on the said Owner and on all persons who may in the future acquire any of said residential lots, their heirs, successors and assigns for a period beginning with the date hereof and expiring on the 1st day of September, 1995, after which time the said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Owners of the lots shall have been recorded, agreeing to change said Covenants in whole or in part. It is understood that said Restrictive Covenants shall be incorporated by reference in any and all instruments in which title to any said lots is conveyed or otherwise transferred.

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1. All lots in Talahi Lake Estates, Section V, shall be known, designated and used as residential building lots.
2. No building shall be erected on any residential building lot nearer than fifty (50') feet from the front lot line or within ten (10') feet of any side lot line.
3. Only one residence may be placed upon any lot.
4. No trailer, streetcar, tent, shack, garage, barn or other outbuilding shall, at any time be used, as a residence, temporarily or permanently, nor shall any structure of a temporary character be permitted. No garage or outbuilding shall be commenced until the foundation of the residence is laid out.
5. No fence or wall shall be erected or placed on any lot nearer than fifty (50') feet from Suncrest Boulevard and any side line fence shall not be more than four (4') feet high.
6. No dwelling shall be permitted on any lot in said subdivision at a cost of less than \$25,000.00, costs based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum dwelling permitted. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,600 square feet.
7. The siding of all dwellings must be either brick, lumber, stucco, concrete or stone block. The use of rolled or sheet imitation brick or similar siding is prohibited.
8. If the owner or any of his heirs, executors, administrators or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 1st day of September, 1995, or during the life of these restrictions, it shall be lawful for the owner or any other person or persons owning any lot or lots in said

to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any covenant or restriction, either to prevent him or her or it or them from so doing or to recover damages or other dues for such violation.

9. The undersigned reserves the right to modify or amend these restrictions when, in his judgment, it would be to the best interest of the affected property or properties.

10. Invalidation of any one of these covenants by a Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal on the date hereof.

Claude Q. Falligant L.S.  
CLAUDE Q. FALLIGANT

Signed, Sealed and Delivered

in the presence of:

May Louise Gray  
Vern Braun  
NOTARY PUBLIC, CHATHAM COUNTY,  
G E O R G I A

not for record At 11:06 O'Clock P. M. On the  
23 Day of March 1978  
Recorded in Record Book 110 P. 415  
In The 23 Day Of March 1978

CLERK, SUPERIOR COURT, CHATHAM CO. GA.

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STATE OF GEORGIA  
COUNTY OF CHATHAM

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DECLARATION OF RESTRICTIVE COVENANTS  
TALAHY LAKE ESTATES, PHASE 2 ADDITION

This Declaration of Restrictive Covenants made and entered into this 23rd day of June, 1977, by the undersigned, hereinafter referred to as Owner.

W I T N E S S E T H

WHEREAS, the undersigned is the Owner of all lots shown and delineated upon that certain map or plan of Talahi Lakes Estates, Phase 2 Addition, located on Talahi Island, Chatham County, Georgia, recorded in Subdivision Map Book N, Page 66, of Chatham County Records, and it is the intent that all of said lots shall be subject to the Restrictive Covenants hereinafter set forth.

NOW, THEREFORE, the said Owner hereby agrees and declares that the following Restrictive Covenants are applicable to and shall bind all lots within Talahi Lake Estates, Phase 2 Addition, as shown on map hereinbefore referred to and are and shall be covenants running with the land, fully binding on the said Owner and on all persons who may in the future acquire any of said residential lots, their heirs, successors and assigns for a period beginning with the date hereof and expiring on the 1st day of January, 1990, after which time the said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Owners of the lots shall have been recorded, agreeing to change said covenants in whole or in part. It is understood that said Restrictive Covenants shall be incorporated by reference in any and all instruments in which title to any said lot is conveyed or otherwise transferred.

1. All lots in Talahi Lake Estates, Phase 2 Addition, shall be known, designed and used as residential building lots.
2. No building shall be erected on any residential building lot nearer than fifty (50) feet from the front lot line or within ten (10) feet of any side lot line.



3. Only one residence may be placed upon any lot.

4. No trailer, streetcar, tent, shack, garage, barn or other outbuilding shall, at any time be used, as a residence, temporarily or permanently, nor shall any structure of a temporary character be permitted. No garage or outbuilding shall be commenced until the foundation of the residence is laid out.

5. No fence or wall shall be erected or placed on any lot nearer than fifty (50) feet from Suncrest Boulevard and any side line fence shall not be more than four (4) feet high.

6. No dwelling shall be permitted on any lot in said subdivision at a cost of less than \$25,000.00, costs based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum costs states herein for the minimum dwelling permitted. The ground floor area of the main structure exclusive of porches and garages shall be not less than 1700 hunderd square feet.

7. The siding of all dwelling must be either brick, lumber, stucco, concrete or stone block. The use of rolled or sheet imitation brick or similar siding is prohibited.

8. Sidewalk and driveway culverts shall be installed by purchaser at his costs in compliance with the requirements of No. 13 on the plat of Talahi Lakes Estates, Phase 2 Addition, as above referred to.

9. If the Owner or any of his heirs, executors, administrators or assigns shall violate or attempt to violate any of the Covenants or Restrictions herein before the 1st day of January, 1990, or during the life of these Restrictions, it shall be lawful for the Owner or any other person or persons owning any lot or lots in said Subdivision to prosecute any proceedings at law or

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equity against the person or persons violating or attempting to violate any covenant or restriction, either to prevent him or her or it or them from so doing or to recover damages or other dues for such violation.

10. Invalidation of any one of these Covenants by a Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal on the date hereof.

Clara J. Ferguson

Signed, Sealed and Delivered in

the presence of:

Caroline B. Mitchell Jr.  
Henry Beaman

NOTARY PUBLIC, CHATHAM COUNTY,  
G E O R G I A

Filed For Record At 4:18...O'Clock...P...M. On The  
...27...Day Of June...1977...  
Recorded In Record Book 108-26 Folio 348...  
On The 27...Day Of June...1977...

CLERK, SUPERIOR COURT, CHATHAM CO., GA



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DECLARATION OF RESTRICTIVE COVENANTS  
TALAHY LAKE ESTATES, PHASE 2

This Declaration of Restrictive Covenants made and entered into this 13th day of August, 1971, by the undersigned, hereinafter referred to as Owner.

W I T N E S S E T H

WHEREAS, the undersigned is the Owner of all lots shown and delineated upon that certain map or plan of Talahi Lakes Estates, Phase 2, located on Talahi Island, Chatham County, Georgia, recorded in Subdivision Map Book G, Page 25, of Chatham County Records, and it is the intent that all of said lots shall be subject to the restrictive covenants hereinafter set forth.

NOW, THEREFORE, the said Owner hereby agrees and declares that the following restrictive covenants are applicable to and shall bind all lots within Talahi Lake Estates, Phase 2, as shown on map hereinbefore referred to and are and shall be covenants running with the land, fully binding on the said Owner and on all persons who may in the future acquire any of said residential lots, their heirs, successors and assigns for a period beginning with the date hereof and expiring on the 1st day of January, 1990, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Owners of the lots shall have been recorded, agreeing to change said covenants in whole or in part. It is understood that said restrictive covenants shall be incorporated by reference in any and all instruments in which title to any said lots is conveyed or other transferred.

STATE OF GEORGIA     )  
                              )  
CHATHAM COUNTY     )

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I, CLAUDE Q. FALLIGANT, of Chatham County, Georgia, the owner in fee simple of the lands now or hereafter to be covered by the waters of a lake known as Talahi Lake Estates as it now exists and as it may hereafter be extended and exist in the sole judgment of the undersigned which is located on Talahi Island between U. S. Highway 80 and Suncrest Boulevard, Chatham County, Georgia, do, by these presents, dedicate and convey to the present and future owners of lands adjacent to Talahi Lake Estates, their heirs and assigns, the right to fish in, swim in, use boats in, with no fuel engines, and otherwise use for pleasure for themselves and their guests when accompanied by an owner. However, the use of the waters of said lake as herein set out shall not include the right to throw trash, garbage or debris into the waters of said lake or otherwise pollute said lake. However, the undersigned reserves for himself and his heirs the right to add to the present area of said lake as he may desire and to remove any present or future dams in said lake for the purpose of connecting any future lake area to the present lake area.

Any dock built in said lake shall extend no more than 12 feet into said lake, shall be no more than 3 feet above normal water level and shall not be covered.

And, also, the said Claude Q. Falligant does hereby convey to the present and future owners to the land adjacent to Talahi Lake Estates as now existing, or as it may hereafter exist, their heirs and assigns, the right to use any land between the property line of present and future owners and the waters edge of Talahi Lake Estates with the reservation unto the said Claude Q. Falligant, his heirs and assigns, the right to raise the water level in said lake to the property line of present and future owners as has been and will be fixed by survey, and to lower the level of said lake by removal of dams as may become necessary in extending the area of said lake.

(2)

1. All lots in Talahi Lake Estates, Phase 2, shall be known, designated and used as residential building lots.

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2. No building shall be erected on any residential building lot near than fifty (50) feet from the front lot line or within ten (10) feet of any side lot line.

3. Only one residence may be placed upon any lot.

4. No trailer, streetcar, tent, shack, garage, barn or other outbuilding shall, at any time be used, as a residence, temporarily or permanently, nor shall any structure of a temporary character be permitted. No garage or outbuilding shall be commenced until the foundation of the residence is laid out.

5. No fence or wall shall be erected or placed on any lot near than fifty (50) feet from Suncrest Boulevard and any side line fence shall not be more than four (4) feet high.

6. No dwelling shall be permitted on any lot in said subdivision at a cost of less than \$25,000.00, costs based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum dwelling permitted. The ground floor area of the main structure exclusive of porches and garages shall be not less than 1700 hundred square feet.

7. The siding of all dwellings must be either brick, lumber, stucco, concrete or stone block. The use of rolled or sheet imitation brick or similar siding is prohibited.

8. Sidewalk and driveway culverts shall be installed by purchaser at his costs in compliance with the requirements of No. 13 on the plat of Talahi Lakes Estates, Phase 2, as above referred to.

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9. If the owner or any of his heirs, executors, administrators or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or during the life of these restrictions, it shall be lawful for the Owner or any other person or persons owning any lot or lots in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any covenant or restriction, either to prevent him or her or it or them from so doing or to recover damages or other dues for such violation.

10. Invalidation of any one of these covenants by a Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal on the date hereof.

Edward Kelly, Inc.

Signed, Sealed and Delivered in the presence of:

Sandra Burns

Nancy Brauer

Notary Public, Chatham County,  
G E O R G I A

Filed For Record At 10:13 O'Clock A.M. On The  
.....18..... Day of August, 19...71.  
Recorded In Book 999-M, Folio 608  
On The 18..... Day of August, 19...71.....

CLERK, SUPERIOR COURT, CHATHAM CO., GA.