

EXHIBIT "___" to LIMITED WARRANTY DEED

ZONING ALLOCATION AND RESTRICTIVE COVENANTS FOR
LOT 1D, COASTAL ESTATES
and
BOONE-DRIGGERS TRACT
GLYNN COUNTY, GEORGIA¹

The real property described and conveyed under this Deed (the “**Property**”) is shown on the following plats:

A. The subdivision plat entitled “An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract” prepared by Thomas & Hutton Surveying, LLC dated February 11, 2022 and recorded in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 427 (the “**Coastal Estates Plat**”), and

B. The survey entitled “Boundary Survey 41.321 Acres Boone-Driggers Tract” prepared by Thomas & Hutton Surveying, LLC dated August 31, 2021 and recorded in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 383 (the “**Boone-Driggers Plat**”).

The Property is sold and conveyed subject to the following zoning allocation and restrictive covenants (“**Restrictive Covenants**”), which are covenants running with the land, established and placed by Grantor and agreed to by Grantee, and are binding upon Grantee and its successors-in-title with respect to the Property:

1. **Zoning Allocation to Lot 1D.** Grantor allocates and assigns the right to one Residential Dwelling Unit (Single Family) and permitted ancillary structures under the Glynn County Planned Development District zoning text for The Golden Isles Gateway (the “**PD Text**”) to the Property. Grantor reserves all other allocations and zoning rights under the PD Text to itself.

2. **Permitted Use.** The development and use of the Property is limited to development consistent with a single-family residential dwelling and recreational use permitted under applicable law; however, there is no requirement that a dwelling be actually constructed on the Property.

3. **Access and Tree Buffer to U.S. Highway 17.** Access to the Boone-Driggers Tract shall be through Lot 1D and not from U.S. Highway 17. No trees within a 60-foot buffer along the boundary of the Property with U.S. Highway 17 may be cut or endangered, except as necessary for the improvement and maintenance of the Private Access & Utility Easement shown on the Coastal Estates Plat (the “**Private Access & Utility Easement**”), and except that dead trees or trees creating a hazardous or unsafe condition, or trees having a circumference of less than eight inches, may be cut.

4. **Restrictions as to the Property.** No portion of the Property may be occupied or used directly or indirectly, for:

¹ Conform Grantor/Grantee language to language from deed.

A. Any commercial, industrial, mixed-use, or multi-family residential use; provided this provision does not prohibit a home office so long as it does not alter or change the character or exterior appearance of the Property from that of a residential dwelling and does not create disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, vehicle or pedestrian traffic beyond that normally associated with single-family residential dwelling use, or any unhealthy or unsightly condition;

B. The dumping, disposing, incinerating, or storing of rubbish, garbage, trash, or other waste, other than garbage associated with single family residential dwelling use that is stored for reasonable amounts of time in sanitary, covered garbage bins or containers located in areas not visible from U.S. Highway 17 or the Private Access & Utility Easement, except for days they are required to be placed in visible locations for pick up and retrieval;

C. The discharge of firearms, except that this restriction does not apply to the Boone-Driggers Tract on which any discharge of firearms remains subject to all statutes, rules, ordinances, regulations, permits or other validly imposed requirements of any governmental body having jurisdiction;

D. Outdoor storage of scrap, salvage or construction materials, and damaged or derelict vehicles;

E. Any mobile home, manufactured home, or trailer;

F. Outdoor storage of boats, boat trailers, campers, recreational vehicles, or similar vehicles, or an unreasonable number of cars or trucks, located in a manner that is readily visible from U.S. Highway 17 or from the Private Access & Utility Easement;

G. Clotheslines or other devices for clothes-drying purposes located in a manner that is visible from U.S. Highway 17 or from the Private Access & Utility Easement;

H. Antennas, exterior poles, towers, satellite dish exceeding 20 inches, or other similar devices located in a manner that is visible from U.S. Highway 17 or from the Private Access & Utility Easement;

I. Signage or advertising banners or materials, provided this provision does not prohibit “for sale” or “for lease” signs for the Property, or political signs during the two weeks preceding an election;

J. The boarding, breeding, or keeping of animals, including roosters, provided that this provision does not prohibit a reasonable number of dogs, cats, and other household pets, and up to two horses, consistent with single family residential dwelling or recreational use, so long as they are not kept, bred, or maintained for any commercial purposes, and are not bred for non-commercial purposes in a manner that constitutes a nuisance;

K. Any use which creates an explosion or other hazard, or constitutes a public or private nuisance;

L. The use, storage, transportation, handling, dispensing, manufacture of toxic or corrosive materials or other hazardous substances;

M. The emission of microwave, radio wave or other similar electronic, light or noise at levels which are dangerous to human health, in violation of law, or create unreasonable interference with the enjoyment of other properties; or

N. Any use which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body having jurisdiction.

5. **Subdivision and Rezoning.** No owner or occupant of the Property may subdivide, or alter the boundaries of the Property, or any part of the Property, or apply for, join, or pursue a rezoning or amendment of the zoning of, or a variance for, the Property, or any part of the Property, without the prior written approval of Grantor if Grantor owns any of the other Lots on the Coastal Estates Plat, or without the prior written approval of the other owners within Coastal Estates, if Grantor does not own any of the other Lots on the Coastal Estates Plat.

6. **Binding Effect.** These restrictions are and shall be and constitute covenants running with the land which shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, estates, executors, legal representatives, transferees, assigns, and successors in title, including but not limited to any current or future owner of the Property. These restrictions shall also inure to the benefit of the owners of the other Lots on the Coastal Estates Plat, who may directly enforce these restrictions.

7. **Enforcement.** Should any of the restrictions be violated or breached, after notice of such violation or breach has been given to Grantee, the beneficiaries of these restrictions and their successors and assigns shall be entitled to all legal and equitable relief. Specifically, the restrictions shall be enforceable by specific performance and injunctive relief, it being agreed that any remedy at law for a breach of any of the restrictions shall not be adequate. Should a person or entity (the “**breaching party**”) breach these restrictions and a person or entity in whose benefit such obligations run retain an attorney to enforce its rights under these Restrictive Covenants (the “**enforcing party**”), then the enforcing party shall be entitled to recover from the breaching party reasonable attorneys’ fees and costs of litigation generally which are actually incurred, whether suit be brought or not and whether on appeal or not.

8. **Severability.** The provisions of these Restrictive Covenants, and any sub-parts, phrases, or clauses thereof, are severable in all respects. All rights, powers and remedies provided in these Restrictive Covenants may be exercised only to the extent that the exercise does not violate applicable law and shall be limited to the extent necessary to render this Deed valid and enforceable. If any term, provision, covenant or agreement contained in these Restrictive Covenants or the application of these Restrictive Covenants to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, including but not limited to with respect to scope or duration, such restriction shall be judicially modified by such court to be as restrictive as applicable law allows, but not more restrictive than as originally set forth in these Restrictive Covenants, and further, such holding shall not affect the validity of the remainder of this Deed or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid

or unenforceable.

9. **Time is of the Essence.** Time is of the essence with respect to these Restrictive Covenants.

10. **No Waiver.** The failure of the beneficiaries of these Restrictive Covenants or their successors and assigns to exercise any right given under these Restrictive Covenants or to insist upon strict compliance with any term, condition or covenant specified in these Restrictive Covenants, shall not constitute a waiver of the beneficiaries' right to exercise such right or to demand strict compliance with any such term, condition or covenant under these Restrictive Covenants.

11. **Interpretation.** These Restrictive Covenants shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to any rule of interpretation construing any provision more strictly against the drafter.

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