

Return to:
Kristine R. Moore Tarrer, LLC
1129 Lake Oconee Parkway, Suite 105
Eatonton, Georgia 31024
File No: Waters Edge & 2017-086

Cross Reference:
Deed Book 125 Page 216

**AMENDMENT TO EASEMENT AGREEMENT AND
TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS,
AND RESTRICTIONS FOR WATERS EDGE**

STATE OF GEORGIA
COUNTY OF PUTNAM

INDEXING INFORMATION

Grantor: **Reynolds Development Company**
Kay L. Stevens

Grantee: **Kay L. Stevens**
Reynolds Development Company

This shall be an Amendment to the Easement Agreement dated June 10th, 1994, by and between Reynolds Development Company, A Georgia corporation ("Company") and Kay L. Stevens, ("KLS") for the benefit of the parties, clarifying certain terms of the agreement and extend the terms therein as well as the Tenth Amendment to the Declaration Of Covenants, Easements, And Restrictions For Waters Edge entered and executed this ____ day of _____, 2017, hereafter collectively referred to as the "Agreement".

RECITALS

WHEREAS, the parties entered into an Easement Agreement on June 10th, 1994 granting non-exclusive easements to Kay L. Stevens across lands of Reynolds Development Company, also known today as Waters Edge.

WHEREAS, Company caused a Declaration of Covenants, Easements and Restrictions for Waters Edge (hereinafter referred to as the "Declaration") executed on August 29, 1994, and recorded in Deed Book 144, Page 87, in the Office of the Clerk of the Superior Court of Putnam County, Georgia as amended by the first amendment dated February 14, 1996, recorded in Deed Book 194, Page 40, aforesaid Clerk's Office; as amended by second amendment dated February

27, 1997, recorded in Deed Book 238, Page 248, aforesaid Clerk's Office; as amended by the third amendment dated August 13, 1997, recorded in Deed Book 247, Page 594, aforesaid Clerk's Office; as amended by the fourth amendment dated February 2, 1998, recorded in Deed Book 257, Page 48, aforesaid Clerk's Office; as amended by the fifth amendment dated March 5, 1998, recorded in Deed Book 257, Page 696, aforesaid Clerk's Office; as amended by the sixth amendment dated May 3, 2000, recorded in Deed Book 310, Page 245, aforesaid Clerk's Office; as amended by the seventh amendment dated November 30, 2000, recorded in Deed Book 322, Page 449, aforesaid Clerk's Office; as amended by the eight amendment dated March 23, 2004, recorded in Deed Book 454, Page 748-751, as amended by the ninth amendment, dated May 16th, 2006, recorded in Deed Book 503, Page 539-542 of the aforesaid Clerk's Office; and

WHEREAS, Page 16, Article 6, Section 1 provides Company may unilaterally amend the Declaration without the consent or approval of the Association, or other Owners, so long as such Company amendment does not materially alter the obligations of the Company or increase the assessment liability of the Owners provided for in the Declaration, and

WHEREAS, Kay L. Stevens is the Owner of certain real property which are described as follows:

Parcel "1": All that tract or parcel of land lying and being in **Land Lot 335 of the 3rd Land District, 308th G. M. District of Putnam County, Georgia**, containing **7.00 acres, more or less**, as shown on that certain property survey for Kay Stevens, prepared by Sherald G. Sharp, Georgia Registered Land Surveyor No. 2044, Piedmont Surveying Company, dated May 18, 1994, recorded in Plat Book 20, Page 290, Putnam County, Georgia records, which plat is incorporated herein by reference. Tax Map & Parcel# 120-002.

And

Parcel "2": All that certain tract or parcel of land lying and being in the **308th District, G.M., Putnam County, Georgia** containing **4.933 acres, more or less**, bounded as follows: on the north by lands of Georgia Kraft Co.; on the east by Georgia Power Company (Lake Oconee); on the South by other property of B.B. Seymour and on the west by a public road know as Hill Shoals Road. Said property is more particularly described in that certain plat of survey prepared by Allan C. Brittain, R.L.S. No. 188, dated 9/8/81, recorded in Plat Book 10, page 164, in office of Clerk of Superior Court of Putnam County, Georgia, which said plat is incorporated herein by reference for a more detailed description. Tax Map & Parcel # 120-005.

hereinafter referred to as ("KLS Property")

WHEREAS, KLS consents to Company subjecting said KLS Property to the Declarations and subsequent amendments with certain limitations and exceptions in regards to the future improvements to be construction on said KLS Property as detailed herein, and

WHEREAS, Company does intend to subject the KLS Property to the Declarations and subsequent amendments with certain limitations and exceptions in regards to the future improvements to be construction on said KLS Property.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations flowing to each property, which both parties acknowledge to said benefits being sufficient consideration, the parties hereby covenant, acknowledge, consent and agree as follows:

1. KLS Property shall hereafter be subject to the Declarations, as amended.

2. This Agreement and the Declarations shall run with the land.

3. KLS Property shall not be considered Equestrian Property, as defined by the Declarations, though the KLS Property may be used for equestrian purposes consistent with current zoning laws of Putnam County. Any owner of KLS Property shall maintain the horses as required by the Declarations.

4. All structures shall be constructed with setbacks consistent with the zoning laws of Putnam County, but not less than twenty feet from Waters Edge adjoining property lines. Further, the construction of any barn or outbuilding and the grazing of animals shall not be located any closer than 300 feet from the Georgia Power setback line.

5. Fencing shall be allowed just inside the boundary lines of the KLS Property, no minimum setback.

6. Fencing on all boundary lines adjoining Waters Edge property shall be four oak boards supported by round posts of 5" to 6" in diameter painted black. Fencing of any boundaries not adjoining Waters Edge property shall have no specific restrictions with the exception that the design and materials shall be proposed to the Company and pre-approved prior to installation. Further said fencing shall be properly maintained in good condition.

7. KLS and any subsequent property owner of KLS Property shall be subject to the Architectural Control Committee's Building and Design Guidelines ("Guidelines") of Waters Edge. However, the Company shall handle the Application Review and enforcement process for the construction of the initial primary residence, the initial barn/s, any out-buildings or improvements provided in the initial approved construction plans. A construction deposit of \$5,000.00 shall be required and paid to the Waters Edge Owner's Association and \$1,000.00 shall be refundable at the successful completion of the initial approved construction plans. The Company shall inform the Association of the approval to disburse. After completion of all improvements of the initial approved construction plans, any modifications, renovations or additions shall thereafter be handled by the Architectural Control Committee and/or the Association.

8. Any subsequent title holder of the KLS property shall hereafter be subject to the requirement to pay an annual fee to the Waters Edge Property Owners Association ("Association") in an amount equal to the annual property owners association fee. In addition, any subsequent title holder shall be required to pay equestrian property owner annual fees beginning six months after the completion of a barn or equestrian facilities on the KLS Property.

These fees shall be equal to a single property owner, so long as the KLS Property remains under one owner and is not subdivided. In the event the KLS Property is subdivided for any reason the KLS Property and its owners shall be liable for an annual assessment for each separate property subdivided. Any subdivision of the property shall be required to be approved by the Company. Subdivision of the KLS Property would require compliance with all terms and conditions of the Declarations. Failure to pay will subject any future owner to same enforcement abilities by the Association as with any other property owner.

9. In the event there is a special assessment instituted by the Association for the sole purpose of repair or maintenance of the roads or streets of Waters Edge, KLS or any subsequent title holder of the KLS property shall hereafter be subject to said special assessment. Failure to pay will subject any future owner to same enforcement abilities by the Association as with any other property owner.

[Signature on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hand and affixed its seal, the day and year above written.

Reynolds Development Company

_____[SEAL]
By: Harold R. Reynolds, President

Sworn to and subscribed before me
this ____ day of May, 2017.

Unofficial Witness

Notary Public

Acknowledged and Consented to by
Property Owner of Subject Property ("KLS
Property")

_____[SEAL]
Kay L. Stevens

Sworn to and subscribed before me
this ____ day of May, 2017.

Unofficial Witness

Notary Public