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Note to Clerk: cross reference Hayne's Station covenants at Book 01331 page 0051, Book 01331 page 0066 and Book 0153 page 2004

HAYNE'S STATION SUBDIVISION

Supplemental Declaration of Rights, Restrictions, Affirmative Obligations and Conditions

Lots 33, 34, and 35, Block J Section VI of Hayne's Station

THIS SUPPLEMENTAL DECLARATION is made this 31st day of July, 2017 by COEL Development Co., Inc., and Stephen Beazley Builders, Inc.

WHEREAS, COEL Development Co., Inc., and Stephen Beazley Builders, Inc. (collectively "Developer") are the Developer and Declarant under the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions applicable to Hayne's Station dated January 20, 2012, and recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia at Deed Book 01331, pages 0051-0065, as amended, and also the Declaration of Covenants and Restrictions Establishing and Providing For Hayne's Station Community Association, Inc. (the "Association") recorded at Book 01331, Page 066-0082, Richmond County records (collectively the "Hayne's Station Covenants"); and

WHEREAS, Section VI of Hayne's Station has been made subject to the Hayne's Station Covenants by Amendment dated May 10, 2016, and recorded at Book 01530, page 2004, Richmond County Records; and

WHEREAS, the following described lots are located within Phase VI of Hayne's Station:

All those parcels, pieces or lots of land, together with improvements thereon, situate, lying and being in the State of Georgia and County of Richmond, being known and designated as Lots 33, 34, and 35 ("Lots 33, 34, and 35") of Block J, Hayne's Station Section VI, as shown on a plat prepared by Cranston Engineering Group, P.C. dated February 15, 2016, and recorded at PC E, Slide 25, Plat F, in the Office of the Clerk of Superior Court of Richmond County, Georgia.

and

WHEREAS, Lots 33, 34, and 35 are also shown on a plat prepared by Cranston Engineering Group, P.C. dated January 19, 2017 and recorded at Book 13, Page 187, Richmond County Records (the "Easement Plat").

WHEREAS, the Easement Plat shows a 20' Storm Easement traversing Lots 33, 34, and 35; and

WHEREAS, the Storm Easement is not owned or maintained by Richmond County or any other political subdivision of the state of Georgia, and

WHEREAS, Developer desires to provide for the maintenance of the Storm Water Easement.

NOW THEREFORE, in order to protect the quality of life and property values in Hayne's Station, and the health, safety and general welfare of the owners of the properties therein, Developer does hereby establish the affirmative duty of the Association to maintain and repair the structural components of the Storm Water Easement, and to take such additional measures as may be reasonably necessary or appropriate in order to assure the free flow of storm water within the Storm Water Easement.

The following shall apply to Lots 33, 34, and 35 in furtherance of such duty to maintain the Storm Water Easement:

1. The Association shall have an easement to enter onto Lots 33, 34, and 35 in order to assess any maintenance issues, and to make any reasonably necessary maintenance or repair.

2. Lots 33, 34, and 35 shall be subject to an easement for the flow of water within the Storm Water Easement, including water flowing into the Storm Water Easement from property adjacent to Lots 33, 34, and 35.
3. No Owner of Lots 33, 34, or 35 may construct any permanent structure within the Storm Water Easement area, or cause any improvements on their lot that may unreasonably restrict the use, repair or maintenance of the Storm Water Easement. Approval of such construction by the Architectural Control Committee for Hayne's Station shall not be a waiver of this restriction unless this restriction is specifically referenced in such approval, acknowledged by the Association, and a statement describing such approval is recorded in the real estate records of Richmond County.
4. The Association shall repair any damage done to the lawn or landscaping of Lots 33, 34, or 35 in the reasonable exercise of its rights and responsibilities hereunder, except that the Association shall not be responsible for damage to any trees or the root system of any trees growing within the Storm Water Easement area.
5. The invalidity of any provision of this Declaration shall in no way affect the other provisions hereof that are hereby declared to be severable, and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed and sealed by their duly authorized members, as of the date first written above.

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Notary Public

COEL Development Co., Inc

BY:

Bill B. Beazley, as its President

SIGNED, SEALED AND
DELIVERED

in the presence of:

Witness

Notary Public

Stephen Beazley Builders, Inc

BY:

Stephen Beazley, as its President