



Error of Closure: 1/161,800
 Angular Error: 0" Per Point
 Total Area: 0.80 Acre
 Total No. of Lots: 8
 (Development Used Various Techniques & Sm. Tools)

NOTE: This subdivision shall fall within
 a 300 year flood plain zone. Flood elevations
 are in 12
 Another Point recorded in S.A.B. 8-5, Page 47

48-53

AUDUBON PARK SUBDIVISION



David M. Jones
 No. 3412
 State of Georgia



I certify that this subdivision plat complies with the provisions of any existing laws, ordinances, and regulations of any jurisdiction in which it is prepared, and that it is a correct representation of the land shown thereon as shown by the original survey and the records of the same in the office of the Surveyor-General of the State of Georgia, and is subject to the provisions of the Georgia Law 1878 and is subject to the provisions of the Georgia Law 1878 and is subject to the provisions of the Georgia Law 1878.

GENERAL NOTES:

- All streets are private and together with easements are to be administered by the Georgia Home Community Services Association, Inc.
- All lots within limits of flooding laws and outside of the sublot to be considered as common area.
- Fenced line between all lots shall not be a minimum of 120 feet.
- All signs are to be located on the 100 foot Flood Plain.
- All signs are to be located on the 100 foot Flood Plain.
- Subdivision to be served by private utility, water and sewer service.
- All easements shown are intended to be used for the installation of above ground piping, conduits, manholes, pits, and other lines as necessary to serve the subdivision.
- Other water sources to be installed at all points.
- Per the Georgia Flooded Zone Ordinance, Item 1.
- All elevations are based on mean sea level datum.

HUSSEY, GAY & BELL
 Consulting Engineers
 SAVANNAH, GEORGIA

M. W. H. B. S. M.
 S.A.B. 8-5, Page 47

BEING A RE-SUBDIVISION OF LOT 1, AUDUBON PARK
 BEING A SUBDIVISION OF A PORTION OF THE REMAINDER
 MACHEMENT COMPANY TRACT,
 CATHAN COUNTY, GEORGIA

MOORE HOWES, INC.
 100 BIRMINGHAM BLVD
 BIRMINGHAM, AL
 S.A.B. _____ Page _____ Date: Jan. 1988

J.I.

Approved by Cathan County Engineer J.H. J.B. 2004
 Approved by Cathan County Surveyor J.H. J.B. 2004
 Approved by Surveying J.H. J.B. 2004
 Secretary J.H. J.B. 2004

Approved by Metropolitan Planning Commission J.H. J.B. 2004
 Secretary J.H. J.B. 2004

Approved by Planning Commission J.H. J.B. 2004
 Secretary J.H. J.B. 2004

STATE OF GEORGIA)
COUNTY OF CHATHAM)

45

DOUGLAS B. CLARK
CLERK, S.C.C.G.A.

JUL 5 2 12 PM '85

RECEIVED
FOR RECORD

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GEORGETOWN
(AUDUBON PARK TOWNHOMES)

THIS DECLARATION, made this 1st day of October, 1984 by
GEORGETOWN ASSOCIATES and LEROY MOORE, hereinafter called
"Declarants".

W I T N E S S E T H :

WHEREAS, Leroy Moore is the owner of that certain tract or
parcel of real property located in Georgetown, Chatham County,
Georgia, and being more particularly described on that certain Exhibit
"A" attached hereto and by reference made a part hereof; and,

WHEREAS, said property is a portion of the overall develop-
ment known and designated as "Georgetown";

NOW, THEREFORE, Declarants hereby declare that the said prop-
erty, together with such additions as may hereafter be made there-
as provided in Article I, shall be held, transferred, sold, conveyed
and occupied subject to the covenants, restrictions, easements,
charges and liens set forth in the "DECLARATION OF COVENANTS AND
RESTRICTIONS FOR GEORGETOWN, as amended, (Declaration), dated June
1974, recorded in the Office of the Clerk of the Superior Court of
Chatham County, Georgia, in Record Book 106-E, Page 521, and subject
to the covenants, restrictions, easements, charges and liens set forth
hereinafter in this Supplementary Declaration. Audubon Park Townhomes
shall be a "Parcel" of Georgetown as defined in said Declaration.

Filed For Record At 2:43 O'clock P.M. On The
5 Day Of July 19 85
Recorded In Record Book 127 Of Page 45
On The 5 Day Of July 19 85
D. R. Johnson
CLERK, SUPERIOR COURT, CHATHAM CO., GA.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is,
and shall be held, transferred, sold, conveyed and occupied subject
to this Supplementary Declaration is located in Georgetown, Chatham
County, Georgia, and is more particularly described in Exhibit "A"

hereto attached. Said property (also referred to herein as "Parcel") is known as Audubon Park Townhomes, Phase I.

Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Declarant filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, or by making any conveyance subject to this Supplementary Declaration.

Section 3. Definitions. The definitions contained in the Declaration of Covenants and Restrictions for Georgetown are hereby specifically incorporated herein by reference, including but not limited to the definitions of lots, assessable living units, residences, and common area.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on the property shall be used exclusively for the purpose of:

- (a) Improvements, maintenance and operation of Parcel Common Area and exterior maintenance in accordance with the provisions of this Supplementary Declaration and of the Declaration of Covenants and Restrictions for Georgetown, and used by the residents of the Parcel;
- (b) Purchasing group services, including but not limited to street lighting, grass cutting and administration.
- (c) Providing exterior maintenance upon each lot which is subject to Parcel assessments hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance and repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests and invitees of the owner of

the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Parcel assessment to which such lot is subject.

Section 2. Method of Assessment. The assessment shall be levied by the Association against each lot in the Parcel, and collected and disbursed by the Georgetown Community Services Association. By a majority vote of the directors, the Board of Directors of the Georgetown Community Services Association shall fix the annual parcel assessment and date or dates such assessment becomes due, all of which is more specifically provided in the Declaration of Covenants and Restrictions for Georgetown.

Section 3. (a) Basis of Assessment. The methods, procedures, rules and basis for the Parcel assessment shall be the same as for the General Assessment, as set forth in Article V of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the year following commencement of the Parcel assessment for Audubon Park Townhomes, the maximum annual Parcel assessment shall be Seven Hundred Eight and no/100 (\$708.00) Dollars, payable in equal monthly installments of Fifty-nine and no/100 (\$59.00) Dollars per unit per month each.

Section 4. Parcel Committees. The Board of Directors of the Georgetown Community Services Association shall by appropriate resolution appoint such committees among the residents of the Parcel as it shall deem appropriate for the proper administration of the Parcel, including but not limited to a committee to make recommendations with reference to the Annual Parcel Assessment.

ARTICLE III

CONDEMNATION, LOSS OR DESTRUCTION

Section 1. Condemnation. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Area, or any part thereof. For such purpose, the Owners

hereby appoint the Association as attorney-in-fact. In the event of such a taking, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interest may appear.

Section 2. Partial Loss or Destruction. The Association shall represent the Owners in any proceedings, claims or negotiations in connection with partial loss or destruction of the Common Area. For such purpose, the Association is named by the Owners as attorney-in-fact. In the event of any such partial loss or destruction, any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

ARTICLE IV

LENDER'S RIGHTS

To the extent permitted by law, lender shall be afforded the following rights:

Section 1. Restoration or Repair. Any restoration or repair of damaged Lots, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by lenders holding Deeds to Secure Debt on Lots which have at least fifty-one (51%) per cent of the votes of Lots subject to Deeds to Secure Debt.

Section 2. Election to Terminate. Any election to terminate the legal status of the development after substantial destruction or a substantial taking in condemnation of the development must require the approval of the lenders holding Deeds to Secure Debt on Units which have fifty-one (51%) per cent of the votes of Units subject to Deeds to Secure Debt.

Section 3. Reallocation of Interest. Unless the formula for reallocation of interest in the Common Areas after a partial condemnation or partial destruction of the Development is fixed in advance

by applicable law, no reallocation of interest in the Common Area resulting from the partial condemnation or partial destruction of the Development may be effective without the prior approval of lenders holding Deeds to Secure Debt on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) per cent of the votes of such remaining units subject to Deeds to Secure Debt.

Section 4. Professional Management. In the event professional management has been previously required by any lender or insurer or guarantor, any decision to establish self management by the Association shall require the prior consent of Owners of Lots to which at least sixty-seven (67%) per cent of the votes in the Association are allocated and the approval of lenders holding Deeds to Secure Debt on Units which have at least fifty-one (51%) per cent of votes of Units subject to Deeds to Secure Debt.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Georgetown Associates and to each and every person who shall hereafter purchase any lot in the Audubon Park Townhomes that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

Section 2. Enactment. Pursuant to the provisions of the Declaration of Covenants and Restrictions for Georgetown, the protective covenants set forth below are hereby established, promulgated and declared to be the Protective Covenants for the Audubon Park Townhomes. All lots in said Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. Land Use. All lots contemplated in the Parcel shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, boat trailer,

camper; basement, tent, shack, carport, garage, barn or other out-building shall be allowed on any portion of the Parcel at any time either temporarily or permanently.

Section 4. Freehold Estate. Each lot shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof and of the By-Laws of the Georgetown Community Services Association.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Residences on said lots to maintain during the period of construction and sale of said Residences, upon such portion of the property as the builder may deem necessary, such facilities as in the sole opinion of the builder may be reasonably required, convenient or incidental to the construction or sale of said Residences, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Residences, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or in the sole discretion of the Board of Directors, unreasonably disturb the Owners of any Residence or any resident thereof.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the property which may endanger the health of or unreasonably disturb the Owner of any Residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the builder, his agents or assigns during the construction and sale period.

Section 8. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio area.

Section 9. Patios and Common Areas. Except in the individual patios which are a part of the individual Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representatives. In addition to the right of ingress and egress, the Owners of Residences shall enjoy such uses of all of said property outside their respective Residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Parcel and is necessary for the protection of said Owners.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property in the Parcel or upon any structure situated upon the Parcel.

Section 11. Leasing of Residences. Entire Residences may be rented provided the occupancy is not for less than thirty (30) days and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

Section 12. Utility and Access Easements. There is hereby created a blanket easement upon, across, over, through, and under the Parcel for ingress, egress, installation, replacement, repair and

maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarants, the Association or the providing utility or service company to install and maintain facilities and equipment on said Parcel, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under all lots and the roofs and exterior walls of all residences and buildings, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the parcel except as programmed and approved by the Declarants prior to the conveyance of the first lot to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Properties which may be created by a separately recorded instrument or subdivision or other plat.

Declarants hereby reserve for themselves, their agents, assigns, invitees and designees, an easement of ingress and egress for pedestrian and vehicular access across the streets, roads, parking facilities and common areas of the Properties and a blanket easement for the construction of utilities upon the Properties.

Section 13. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Parcel, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as established by the aforementioned Declaration of Covenants and Restrictions for Georgetown. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after

said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development of the properties.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Parcel and the General Common Area, as described in the Declaration, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the General Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner as provided in the Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family and his tenants, who reside on the property.

ARTICLE VII

EASEMENTS AND PARTY WALLS

Section 1. Easements for Encroachments. If any portion of the Common Area encroaches upon any Lot or any Unit encroaches upon any Common Area or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 2. General Rules of Law to Apply. Each wall which

is built as a part of the original construction of the units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Administration of the Parcel shall be vested in the Georgetown Community Services Association, Inc. as provided in the Declaration. Every person who is the record Owner of a fee or undivided fee interest in any Residence which is subject by covenants of record to assessment by the Association shall be a member of the Association. Included as a member of the Association is the buildel so long as it is a record Owner as herein provided. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for membership in the Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association, together with his undivided interest in the funds and assets of the Association, shall automatically cease.

Section 2. Classes. The Association shall have classes of membership as provided in the Declaration. Owners of lots in Audubon Park Townhomes shall be Class A members.

Section 3. Application of Declaration, By-Laws and Association Rules. All present and future Owners, tenants and occupants of each lot shall be subject to and shall comply with the provisions of this Supplementary Declaration, the Declaration of Covenants and Restrictions of Georgetown, the By-Laws and Rules and Regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such

instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such lot, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both or other appropriate relief maintained by the Board of Directors on behalf of the Association or in a proper case, an aggrieved owner himself.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration and of the Declaration of Covenants and Restrictions for Georgetown. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Inspection of Books and Records. Any first mortgagee or any Owner shall have the right to examine the books and records of the Association within normal business hours.

Section 4. Modification. By recorded supplement, this Declaration may be modified:

(1) By the Declarant for purpose of Submitting Phases II and III, or any sub-phases thereof, to the Development as provided herein before;

(2) By Declarant until such time as Declarant shall have relinquished control of the Association as provided herein, except that any modification concerning termination of the legal status of

the development or adding or amending material provisions as described in paragraph (3) hereof shall require the requisite consent described in paragraph (3) hereof; and, thereafter;

(3) By the affirmative action of seventy-five (75%) per cent of the votes of the Association at a meeting called and held in the manner prescribed in the By-Laws for amendments thereof; provided, however, that the consent of Owners to which at least seventy-five (75%) per cent of the votes of the Association are allocated and the approval of the lenders holding Deeds to Secure Debt on Lots which have at least seventy-five (75%) per cent of the votes of Lots subject to Deeds to Secure Debt shall be required to terminate the legal status of the Development. Provided further, however, the consent of the Owners of Lots to which at least seventy-five (75%) per cent of votes in the Association are allocated and the approval of lenders holding Deeds to Secure Debt on Lots which have at least fifty-one (51%) per cent of the votes of Units subject to Deeds to Secure Debt shall be required to add or amend any material provisions to this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Votes;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of Common Area or Lots;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair;
- (g) Expansion or contraction of the development or the addition, annexation or withdrawal of property to or from the Development, except as provided hereinbefore;
- (h) Boundaries of any Lot;
- (i) The interest of the general Common Area;
- (j) Convertibility of Lots into Common Area or Common Area into Lots;

- (k) Leasing of Lots;
- (l) Imposition of any right of first refusal or similar restriction on the right of Lot Owners to sell, transfer or otherwise convey his or her Lot;
- (m) Any provisions which are for the express benefit of lenders, holders, insurers or guarantors of First Deeds to Secure Debt.

(4) Any addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any lender who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

IN WITNESS WHEREOF, the Declarants, Georgetown Associates and LeRoy Moore have caused these presents to be duly executed by its authorized officers and its corporate seal affixed thereon, this 1st day of October, 1984.

GEORGETOWN ASSOCIATES

By: *LeRoy Moore*
General Partner

Signed, sealed and delivered
in the presence of:

Patricia K. Kelly
Witness

N.P. Linnell S. Lickett
Notary Public, Chatham County, Ga.
My Commission Expires Jan. 29, 1984

LeRoy Moore (L.S.)
LEROY MOORE

Signed, sealed and delivered
in the presence of:

Patricia K. Kelly
Witness

N.P. Linnell S. Lickett
Notary Public, Chatham County, Ga.
My Commission Expires Jan. 29, 1984