

STATE OF GEORGIA  
COUNTY OF CHATHAM

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
COMMERCIAL LANDS OF GEORGETOWN

WHEREAS, GEORGETOWN ASSOCIATES, A Georgia Limited Partnership, is the owner of certain lands located in Chatham County, Georgia; and,

WHEREAS, GEORGETOWN ASSOCIATES desires to make, publish and record a Declaration of Restrictive Covenants affecting properties designated or to be designated for commercial use and desires to have said restrictive covenants filed in the Office of the Clerk of Superior Court for Chatham County, Georgia, reserving the right in each instance to add additional restrictive covenants in respect to said property; and,

WHEREAS, GEORGETOWN ASSOCIATES recognizes that any development of said property is a matter of concern to both the developing party and the community-at-large; and,

WHEREAS, GEORGETOWN ASSOCIATES desires to insure that all properties now, or hereafter, owned by it are developed pursuant to an orderly plan which contemplates, among other things, the environmental impact on the community-at-large of any proposed development scheme for such properties; and,

NOW, THEREFORE, GEORGETOWN ASSOCIATES does hereby declare that the commercial land use covenants contained herein shall be covenants running with the land and shall apply to commercial lands conveyed in the future by deeds hereafter made which make reference to this Declaration of Covenants (the "Commercial Property"). The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the

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application of the covenants contained herein.

The Covenants and Restrictions below will be referred to as the Declaration of Covenants and Restrictions for Commercial Lands of Georgetown and will be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and will be incorporated in certain deeds to Commercial Property issued by Georgetown Associates by reference to the Book and Page of recording in the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Whenever used herein, the term "the Developer" shall refer to Georgetown Associates, its successors and assigns.

#### PART I

#### COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS, APPLICABLE TO COMMERCIAL PROPERTY

1. No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any Commercial Property plot until architectural plans, specifications, construction material and location have been approved in writing by the Developer. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient commercial area of integrated design and function. If the Developer, its agents, successors or assigns do not act on an application made to them for approval within forty-five (45) days after receiving written demand for such approval, such application shall be deemed approved.

2. Owners of shops or other business establishments on Commercial Property shall keep their shops, buildings and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

3. No noxious, offensive or illegal activity shall be carried on upon any Commercial Property, nor shall anything be done therein which may be or may become an annoyance or nuisance.

4. In order to preserve and enhance the economic value of the Commercial Property and to prevent congestion and crowding which would be detrimental to the value of adjacent areas, no more than fifty (50%) percent of the total acreage in any Commercial Property tract may be utilized for enclosed and/or covered commercial buildings and similar facilities. The unenclosed portion of any Commercial Property tract shall be maintained in an attractive manner to include landscaping, walkways and automobile parking areas.

5. In order to implement effective insect, wildlife and woods fire control, the Developer reserves for itself and its agents the right to enter upon any Commercial Property on which a permanent structure has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Developer for such plan), such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in opinion of the Developer, detracts from the overall beauty, setting and safety of Georgetown. Such entrance for the purpose of mowing, cutting, clearing and pruning shall not be deemed a trespass. The Developer and its agents may likewise enter upon such land to remove any trash which has collected on such lot without entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

6. It shall be the responsibility of each Commercial Property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such

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lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. Each Commercial Property owner shall provide adequate space for off-street parking for use by customers of the commercial venture.

8. Each Commercial Property owner shall provide sanitary receptacles for garbage and trash in a screened area not generally visible from the road, or provide underground garbage and trash receptacles or similar facility in accordance with reasonable standards established by the Developer and such facilities shall be kept in a clean and sanitary condition.

9. Prior to the construction and use of a commercial structure on any Commercial Property, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Georgetown.

10. No structure of a temporary character shall be placed upon any Commercial Property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of any permanent structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or for any commercial uses or permitted to remain on the lot after completion of construction.

11. No fuel tanks, storage receptacles, transformers, telephone pedestals or air conditioning equipment may be exposed to view, and may be installed only within a permanent structure or within a screened area as required in the following paragraph, or buried underground. All power, telephones, antennas and the like must be underground.

12. Each Commercial Property owner must construct a screening fence to shield and hide from view any service yards or areas. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Developer prior to construction in the same manner as set forth

in Section 1 of this Declaration.

13. No Commercial Property site shall be subdivided, or its boundaries changed, except with the written consent of Georgetown Associates. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision intended primarily for commercial use which is subject to these covenants in order to create a modified site or sites and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a Commercial Property site to include, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than ten (10) percent smaller than the smallest lot in such recorded subdivision plat from its original size but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than ten (10) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each Commercial Property site so created.

14. Cutting or removing of any trees having a trunk diameter of four (4) inches or larger is prohibited without approval of the Developer.

15. No building shall be located nearer than thirty (30) feet from any street right of way. No building shall be located on any lot nearer than twenty (20) feet from any interior lot line.

16. No parking space shall be located on any lot nearer than fifteen (15) feet from any street right of way. No parking space shall be located nearer than five (5) feet from any interior lot line.

17. Not more than one entrance and one exit to and from any parking area shall be permitted for each street

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adjoining the lot, unless the lot is larger than five (5) acres, in which case the number of entrances and exits must be approved by Georgetown Associates.

18. Any signage and its illumination must receive prior written approval of Georgetown Associates before being erected on the Commercial Properties.

## PART II

### DURATION OF COVENANTS

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to the successors and assigns of Georgetown Associates for a period of twenty (20) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of Commercial Property substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.

## PART III

### VIOLATION OF COVENANTS

1. In the event of a violation or breach of any of the restrictions contained herein by any Commercial Property owner, or agent of such owner, the owners of Commercial Property in the neighborhood or in the Commercial Property subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, Georgetown Associates,

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its successors and assigns, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Developer shall have the right, whenever there shall have been built on any Commercial Property any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2. Georgetown Associates may include in any contract or deed conveying Commercial Property hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants with such modified covenant being made applicable by reference to conveyance of land made subsequent to such modifications.

Dated this 4<sup>th</sup> day of DECEMBER, 1974.

GEORGETOWN ASSOCIATES, A GEORGIA LIMITED PARTNERSHIP

By: [Signature]  
General Partner

Witnesses:

William W. Stearns  
[Signature]  
Notary Public,  
Chatham County, Georgia.

Filed For Record At 4:14 P. On The  
.....19 Day Of December 1974  
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On The.....9 Day Of December 1974

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