

REVISED ORIGINAL DECLARATION  
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MMR

STATE OF GEORGIA  
COUNTY OF CHATHAM

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X  
X

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR GEORGETOWN

THIS DECLARATION, made this 7th day of June,  
1974, by GEORGETOWN ASSOCIATES, A Georgia Limited Partner-  
ship, with its principal office in Chatham County,  
Georgia, hereinafter called "Developer",

W I T N E S S E T H

WHEREAS, Developer is the owner of the real pro-  
perty described in Exhibit A of this Declaration, generally  
known as Georgetown, and desires to create thereon a planned  
community with permanent parks, playgrounds, open spaces,  
and other community facilities for the benefit of the said  
community; and with a planned mix of land uses, consisting  
of various housing types, commercial, industrial, health,  
educational, religious, public and related facilities; and,

WHEREAS, Developer desires to provide for the  
preservation and enhancement of the property values, ameni-  
ties and opportunities in said community and for the main-  
tenance of the Properties and improvements thereon, and to  
this end desires to subject the real property described in  
Exhibit B together with such additions as may hereafter be  
made thereto, as provided in Article II, to the covenants,  
restrictions, easements, charges and liens hereinafter  
set forth, each and all of which is and are for the benefit  
of said property and each owner thereof; and,

WHEREAS, for the efficient preservation of the  
values and amenities in said community, the Developer has  
incorporated under the laws of the State of Georgia the

Georgetown Community Services Association, Inc. as a non-profit corporation and hereby delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of Georgetown;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit B, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, developed, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE I

##### DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions, restrictions and all other provisions herein set forth in this entire Document, as the same may from time to time be amended.

Section 2. "Association" shall mean and refer to Georgetown Community Services Association, Inc., its successors and assigns.

Section 3. "Developer" shall mean and refer to Georgetown Associates, A Georgia Limited Partnership, and its assigns, together with any successor to all or substantially all of its business of developing the Properties. All rights of the Developer, as Developer, hereinafter set forth shall cease when it no longer has an interest in developing the Properties which shall be upon conveyance to the Association of the last portion of Common Area which is or becomes shown on the General Plan of Development.

Section 4. "General Plan of Development" shall mean that land use plan, including any amendments, additions or alterations thereto made by the Developer and approved from time to time by the Metropolitan Planning Commission of Chatham County, Georgia, the Chatham County Commissioners, and/or such other appropriate federal, state and local public agencies, which shall represent the total general scheme and uses of land in the Properties, including types, general location and number of dwelling units, Common Areas, commercial, industrial, recreational, health, educational, religious, public and related areas and any and all such other uses as the Developer may determine.

Section 5. "The Properties" shall mean and refer to the real property described on Exhibit B which has hereby become subject to the Declaration, together with such other real property as may from time to time be annexed to said property under the provisions of Article II hereof.

Section 6. "Common Area" shall mean the General Common Area together with all Parcel Common Areas as herein defined.

(a) "General Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements thereto which are intended to be dedicated to the common use and enjoyment of the Members, excluding therefrom any area of land together with improvements thereon which comprises "Parcel Common Area".

(b) "Parcel Common Area" shall mean and refer to any area of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements which have been so designated by a Supplementary Declaration and which is intended to be dedicated to the common use and enjoyment of those Owners and Members who

shall be responsible for payment of Parcel Assessment for such Parcel Common Area.

Section 7. "Living Unit" shall mean any structure or portion thereof situated upon the Properties, designed and intended for use and occupancy as a residence by a single housekeeping unit.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas as heretofore defined. The term shall also include a condominium, town-house or other owned Living Unit where such may occur, as well as any parcel of residential or non-residential property in excess of five acres which would not otherwise be treated as a Lot hereunder and which has been conveyed to a single purchaser entity.

Section 9. "Multi-family Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when each of such Living Units is situated upon its own individual Lot as defined herein.

Section 10. "Assessable-Unit" shall mean and refer to-1)-each-Lot-which-has-been-conveyed-to-an-Owner-who-is not-the-Developer-and-on-which-there-is-no-Multi-family Living-Unit-or-non-residential-space-which-is-or-has-been occupied,-2)-each-Multi-family-Living-Unit-in-a-Multi-family Structure-from-and-after-the-date-of-first-occupancy,-and 3)-each-2,000-square-feet,-or-any-portion-thereof,-of-non-residential-space-from-and-after-the-date-of-first-occupancy, excluding-exempt-property-under-Section-9-of-Article-IV hereof.

"Assessable Living Unit" shall mean and refer to, a) each Lot which has been fully developed and upon which is situated a single Living Unit; b) each Living Unit which has been subjected to the Georgia Condominium Act; or c) each Living Unit in a Multi-family Structure at such time

as such a Living Unit has been initially occupied; provided however, that at such time as seventy-five percent of all Living Units projected to be in a Multi-family Structure or Structures which are situated upon a single Parcel have been initially occupied, then every such Living Unit shall be construed to be an Assessable Living Unit.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, to any Lot, including Contract-Builders Participating Builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Occupant" shall mean and refer to the occupant of a Living Unit or non-residential space who shall be either the Owner or a leasee who holds a written lease.

Section 13. "Member" shall mean and refer to members of the Association and shall include any Owner, any Occupant and the Developer. ~~as-defined-in-Section-3.~~

Section 14. "Parcel" shall mean and refer to:  
1) all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration; and 2) all other subdivisions of the Properties which are subject to the same Supplementary Declaration.

Section 15. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer for a Parcel and contains such complementary provisions for such Parcel as are required by or consistent with this Declaration.

Section 16. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of the Association as the same may be from time to time amended.

Section 17. "Assessable Land Unit" shall mean and refer to each Undeveloped Lot that has been subjected to this Declaration and so recorded together with an appropriate legal description in the land records of Chatham County, Georgia.

Section 18. "Undeveloped Lot" shall mean and refer to each Lot until that time a Living Unit situated upon such Lot is substantially complete in accordance with the meanings of "substantially complete" as defined by the American Institute of Architects or an equivalent authority.

Section 19. "Federal Mortgage Agencies" shall mean and refer to the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests. Wherever in the Founding Documents approval of the Federal Mortgage Agencies is stipulated, approval shall also include any written waiver of approval rights or a letter of "no objection" issued by any of the Federal Mortgage Agencies.

Section 20. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 21. "Participating Builders" shall mean and refer to a corporation, partnership, single proprietorship or other enterprise whose primary business is providing housing for the consumer market and who acquires a portion of the Properties for the purpose of constructing Living Units

Section 22. (a) "Quorum of the Members" shall mean the representation by presence or proxy of thirty percent of

the total outstanding votes held by all Members.

(b) "Quorum of the Owners" shall mean the representation by presence or proxy of seventy-five percent of the total outstanding votes held by Class A Members who are entitled to vote on an issue, in addition to the representation of the Class C Member so long as he shall exist as such.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

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

Section 2. Additions to Existing Property. The Developer ~~its successors and assigns shall have the right to subject to this Declaration any additional property which is contiguous at least at one point with the properties described on Exhibit A. Any such addition shall be made by the filing for record by the Developer of one or more Supplementary Declarations of covenants and restrictions with respect to the additional property.~~

The Developer shall have the right to subject to this Declaration any additional property which lies within the land area represented by the General Plan of Development as described in Exhibit A, or any additional property which is contiguous at least at one point with the land area described in Exhibit A, subject to the approval of the Federal Mortgage Agencies and provided that not more than five years have lapsed since the filing of the last Supplementary Declaration which subjects a Parcel to this Declaration. Upon request of the Federal Mortgage Agencies, or the Association

after such time as Class A Members hold the majority of Board positions, the Developer shall provide a statement which shall set forth an estimate of any additional operating costs incurred as a result of the annexation, and in the case of annexations which are expected to substantially increase the number of Members of the Association, the Developer shall provide an estimate of any increase in user loading upon existing developed recreation facilities.

Section 3. Mergers. The properties, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association of similar corporate nature and purposes may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the existing Property except as hereinafter provided. Such merger or consolidation shall have the assent of seventy-five percent of a Quorum of the Owners together with the consent of the Class C Member.

### ARTICLE III

#### COMMON AREA

Section 1. Obligation of the Association. The Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including



furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Architectural Review Board.

Section 2. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the General Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the General Common Area. Any right and easement of enjoyment in and to any portion of a Parcel Common Area located within any parcel of the Properties which is subject to a parcel assessment shall be limited to those Owners who shall be responsible for the payment of such parcel assessment.

Section 3. Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his assessable *Living Unit or Assessable Land Unit* remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or anyone in his household to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Book of Resolutions;

(c) the right of the Association to encumber any or all of the Common Area as may be authorized herein, or in any Supplementary Declaration, or in the Articles of Incorporation, or as granted to non-profit corporations

under Georgia law, subject to the assent of seventy-five percent of a Quorum of the Owners, together with the consent of the Class C Member.

(d) the right of the Association to restrict the use of facilities within a parcel to Owners who are subject to a parcel assessment for that parcel and to Members who are Occupants of that Parcel.

(e) the right of the Association to dedicate or transfer all or any part of the Common Area owned by it to any public agency, authority or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this Declaration, any Supplementary Declaration or by Georgia law, subject to the assent of seventy-five percent of a Quorum of the Owners, together with the consent of the Class C Member.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his family and to his guests, subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area.  
~~In the event any Common Area is damaged or destroyed by a Member or any of his guests, tenants, licensees, agents or member of his family, such Member does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the Area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the assessable unit of said Member, and said Member shall reimburse the Association therefor.~~

ARTICLE IV  
COVENANTS-FOR-MAINTENANCE-ASSESSMENTS  
MEMBERSHIP AND VOTING RIGHTS

The Association shall have four classes of voting membership:

Class A Members. Class A Members shall be all Owners of Assessable Living Units (except Class D Members) and shall be entitled to one vote for each Lot owned; except that the Developer may not exercise any Class A rights as to any Lot as long as Class C membership is appurtenant to his interests in such Lot.

Class B Members. Class B Members shall be all Occupants of Living Units who shall be either an Owner or lessee as described in Section 12, Article I. Occupants of Living Units shall have one vote for the Living Unit they occupy.

Class C Members. Class C Members shall be the Developer who shall have 5,000 votes less the number of Assessable Living Units existing from time to time within the property described in Exhibit A and any additional property made subject to this Declaration pursuant to Article II, Section 2 hereof. The number of votes assigned to the Class C Member is based on granting such Member one vote for each of the proposed Living Units indicated on the General Plan of Development on file with the Metropolitan Planning Commission of Chatham County, Georgia. The Class C membership shall cease and be converted to Class A membership upon the earlier of the following events:

(a) When the total number of Class A votes equals the total number of Class C votes; or

(b) December 31, 1983.

Class D Members. Class D Members shall be composed of the Participating Builders and Owners of Multi-family Structures when such have been substantially completed. The Class D Member shall have one vote for each Lot and Living Unit in a Multi-family Structure that he shall own, provided however, he shall not be entitled to cast a vote greater than the number yielded by the total of his outstanding votes times one-half the percentage of Class A Members voting on an issue pending before the full Association. The Class D Member shall have only one vote for each Lot he owns and one-tenth vote for each Living Unit in a Multi-family Structure he owns in elections for the Board of Directors of the Association.

Section 5. Title to Common Area. Title to the Common Area shall be conveyed by the Developer as follows:

(a) contemporaneously herewith the Developer has set aside and dedicated a portion of the Common Area comprising and containing the first recreational facility to be located within Georgetown. This Parcel, together with the improvements located thereon, shall be conveyed to the Association, free and clear of all liens and financial encumbrances at such a time as no later than when the Developer shall have conveyed the first seven hundred (700) Lots within Georgetown. In any event, such conveyance shall be subject to the approval of the Federal Mortgage Agencies.

(b) other recreational facilities located on portions of the General Common Area shall be conveyed by the Developer to the Association free and clear of all liens and financial encumbrances as shall be provided in Supplementary Declarations relating to such future facilities and subject to the approval of the Federal Mortgage Agencies;

(c) ~~other-portsions-of~~ The General Common Area not containing specific recreational facilities shall be conveyed by the Developer to the Association, free and clear of all liens and financial encumbrances at such time as the Developer shall have completed improvements thereon.

(d) Limited Common Areas, as to a specific Parcel shall be conveyed by the Developer to the Association, free and clear of all liens and financial encumbrances prior to the conveyance of a Lot within the Parcel to an Owner who is not the Developer or a Participating Builder.

ARTICLE V.COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Developer hereby covenants, and each Owner of any assessable living unit or assessable land unit or units by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments and charges established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the General Common Area and facilities located thereon.

(b) Basis for Assessment. The annual General Assessment rate shall be the same for all Assessable Units as defined in Article I, except that the Board of Directors, by resolution in each year, shall separately assess each type of non-residential Assessable Unit at a uniform pro-rata percentage up to one hundred percent of the annual General Assessment rate.

To the extent the Developer owns property which is or has been occupied, such property shall be assessed as provided

above--The Developer shall also pay an annual assessment on the aggregate of all unimproved property he owns in an amount equal to 250 times the annual General Assessment rate for that year, less one-fourth of the previous year's accrued General Assessment income, provided that the assessment under this section shall not be less than zero nor shall it serve to reduce the assessment levied on property which has been certified for occupancy--The first year's assessment shall be prorated according to the number of months remaining in the year.

*Living Units; provided however, that with the exception of Living Units within a Multi-Family Structure, the Developer or Participating Builders shall be subject to an assessment in an amount equal to twenty-five percent of the assessment levied upon all other Owners of Assessable Living Units; provided further, that notwithstanding who shall be the Owner of a Living Unit, all Living Units which shall become initially occupied shall be subject to the full assessment as provided for herein. As to Undeveloped Lots, each shall constitute an Assessable Land Unit which shall be subject to an amount equal to ten percent of the assessment levied upon Assessable Living Units, which are subject to full assessments. Further, the Developer covenants to pay an annual assessment on the aggregate of all unimproved property he owns or is the contract owner of that lies within the land area included within the General Plan of Development. Such annual assessment shall be an amount equal to two hundred and fifty times the annual Assessment rate adopted by the Board for that year less one-fourth of the previous year's accrued general assessment income; such amount as shall be due from the Developer under this provision shall be credited against any obligation arising at any time from assessments on Assessable Land Units and Assessable Living Units which have not been initially occupied which in either case he shall own.*

(c) Maximum Annual Assessment.

(1) Until January 1 of the year following commencement of assessments, the maximum annual general assessment shall be \$168.00.

(2) From and after January 1 of the year immediately following the commencement of assessments each year the Board of Directors may increase the maximum annual general assessment rate by a factor of not more than twenty ~~(20)~~ five (5) percent of the maximum for the current fiscal year, or the rate of increase in the Consumer Price Index for the preceding 12 months as published by the U.S. Labor Department for the Savannah, Georgia area, whichever is greater but in no event to exceed ten (10%) per unit. The increase shall become effective the first day of the next fiscal year.

(3) From and after January 1 of the year immediately following the commencement of assessments, ~~the assessment basis and for~~ the maximum annual general assessment may be ~~changed by a vote of the Developer, so long as it owns any portion of land designated as Common Area on the General Plan of Development, and of two-thirds of the votes of the Owners which are cast on the question.~~ increased above the amount that can be set by the Board by an affirmative vote of two-thirds of the Class A and two-thirds of the Class C Members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. Each year the Board of Directors shall fix the annual general assessment upon the basis provided above and at an amount not in excess of the current maximum. Subject to the foregoing limitations, the annual general assessment shall be set by the Board at an amount sufficient to meet the obligations imposed by the Declaration. The Board shall set the date or dates such



assessment shall become due.

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Section 3. Parcel Assessment. Parcel Assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given Parcel. The assessment shall be levied by the Association against Assessable *Living Units and Assessable Land Units* in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors shall fix the annual parcel assessment for each Parcel, and the date or dates such assessments become due.

Section 4. Special Assessment for Capital Improvement in General Common Area. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment *for an expenditure* applicable to that year and *payable over* not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the general common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of ~~the Developer, so long as it owns any portion of land designated as Common Area on the General Plan of Development, and of a majority of the votes of these~~ *subject to the assessment which are cast on the question, two-thirds of each of the Class A and Class C Members who are voting in person or by proxy at a meeting duly called for this purpose. The basis for such assessment shall be as provided in Section 2(b) of this Article.*

Section 5. Special Parcel Assessment for Capital Improvement in Parcel Common Areas. In addition to the annual assessments authorized above, the Assessable *living units and assessable land units* of the Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority two-thirds of the votes of these of each class of Members subject to the Parcel assessment in the such Parcel and which are cast on the question. The basis for such assessment shall be as provided in Section 2(b) of this Article.

Section 6. Notice and Quorum for Any Action Authorized Under Section 2, pars. (c) and (d) and Sections 3, 4, and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 2, paragraphs (c) and (d) and Sections 3, 4, or 5 of this Article, shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to vote on the subject shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 67. Date of Commencement of Annual

~~Assessments. The first annual assessment on any Assessable Unit shall be prorated to the first day in which it becomes an Assessable Unit as defined in Article I, except that no assessments within a Parcel shall commence until the first day of the month following conveyance of the first lot in the Parcel to an owner who is not the Developer, provided~~ for herein shall commence as to all lots within a Parcel on the first day of the month following the conveyance of the Common Area contained within that Parcel; provided however, that if there is no Common Area within a specific Parcel then the first annual assessments as to all lots within that Parcel shall commence on the first day of the month following

the recording of the Supplementary Declaration establishing the Parcel.

Section 7.8. Effect of Non-Payment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than ~~the-current-statutory-maximum-annual-interest-rate-to-be-set-by-the-Board-for-each-assessment-period.~~ six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable living unit or assessable land unit.

Section 8.9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed to Secure Debt. Sale or transfer of any Assessable living Unit or Assessable Living Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable living Unit or Assessable Living Unit pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable living Unit or Assessable Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9.10. Exempt Property. The following

property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: 1) all properties to the extent of any easement or other interest

therein dedicated and accepted by the local public authority and devoted to public use; 2) all Common Areas; 3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V VI

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Developer, Board of Directors of the Association. At such time as the Developer no longer ~~has an interest in developing the Properties as defined in Article I, Section 3 hereof, the Board shall be appointed by the Board of Directors.~~ qualifies as a Class C Member then the Architectural Review Board shall be composed of two sub-committees:

- (a) New Construction Sub-Committee - composed of three members and which shall accomplish the purposes set forth in Section 2, immediately below with respect to construction activities upon Undeveloped Lots, such sub-committee to be terminated upon substantial completion of new Living Unit construction activities in Georgetown; and
- (b) Modification and Changes Sub-Committee - Appointed by Board of Director of the Association and composed of three or more persons and which shall accomplish the purposes set forth in Section 2, immediately below with respect to changes in the external appearance of substantially completed Living Units.

The Developer shall recommend to the Board of Directors three persons deemed qualified to serve on the New Construction

Sub-Committee who thereupon shall be appointed by the Board of Directors. Should the Board, in its unanimous opinion deem any of the persons recommended by the Developer to be unqualified for a position on said Sub-Committee, then the Developer shall propose an alternate (or alternates) who shall thereupon be appointed by the Board of Directors to the Sub-Committee.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Review Board shall also have the responsibility to promulgate restrictive-covenants standards and guidelines appropriate for-the-development to the character of each increment, phase or Parcel of the property comprising Georgetown. Such covenants-shall-be-executed-and-recorded in-the-name-of-and-by-the-Developer. standards and guidelines shall be generally distributed among the Members. Any-such-restrictive-covenants-may-be-a-part-of-a-Supplementary Declaration-or-may-be-a-part-of-a-Supplementary-Declaration or-may-be-recorded-separately-in-the-discretion-of-the-Developer.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner or to the Association shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the written prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant or any Member dissatisfied with a decision by the Architectural Review Board relative to an application under this Article or under Article VII relating to variances may appeal any Architectural Review Board decision to the Board of Directors of the Association who may reverse or modify such decision by a two-thirds vote of the directors.

ARTICLE-VI-VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by an Owner; provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Review Board shall adopt general rules to implement the purposes set forth in Article V, VI, Section 2 and interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Upon or before conveyance of

the first Lot in any Parcel added to the Properties, the Architectural Review Board shall adopt or approve general rules appropriate to that Parcel. All general rules may be amended by a two-thirds vote of the Architectural Review Board. All general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions ~~and where appropriate,~~ ~~recorded in the public land records.~~

(d) Exceptions. The Architectural Review Board may issue variances from any covenant or requirement expressed or implied by this article or set forth in any restrictive covenants promulgated pursuant to this Declaration or any Supplementary Declaration, provided the Board acts in accordance with adopted guidelines and procedures - and *submits the variance to the Board of Directors of the Association for final approval upon its determination that such variance does not materially prejudice the interests of any other Owner.*

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in this Declaration and any Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a special maintenance

assessment upon such lot.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Properties 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 Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of all Living Units and non-residential 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 any Parcel of the Properties except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board 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. This easement shall be limited to improvements as originally constructed.

Section 4. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot in a Parcel, the Developer reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the



soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

ARTICLE-VIII VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty year term or any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than a majority ~~seventy-five percent~~ of the Owners. ~~and by the Developer, as long as it owns any land designated as Common Area on the General Plan of Development.~~ A termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time during the *initial twenty year term* by an instrument of assent signed by ~~not less than seventy-five (75%) percent of the Owners and by the Developer, as long as it has an interest in developing the Properties as defined in Article I, Section 3, hereof.~~ Any amendment must be recorded. Owners representing ninety percent of all Assessable and Assessable Land Units; each Assessable Lot and each Assessable Land Unit shall represent one separate vote for such amendment. Thereafter the percentage required for amendment shall be seventy-five percent. In any event, no changes or amendments may be made to this Declaration without the approval or written waiver of rights to same by the Federal Mortgage Agencies.

Section 3. Enforcement. The Association or any Owner or the Developer 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 Declaration and of any Supplementary Declarations. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, Section 3 hereof, the Association may not use its financial resources nor take a public or official position in opposition to defray any costs of opposing the development activities so long as they remain consistent with the general intents of General Plan of Development or to changes thereto proposed by the Developer and approved by the appropriate local, county, state and federal agencies and the Federal Mortgage Agencies. Nothing in this section shall be construed to limit the rights of the members as individuals or in affiliation with other members or groups.

~~Section 6. Waiver of Assessments. Notwithstanding any other provisions of this Declaration, the Board of Directors shall have the right from time to time, to waive, in whole or in part, the annual general assessment attributable to lots owned by Contract Builders. A "Contract Builder" shall mean any corporation, partnership, individual or other legal entity engaged in the business of constructing residential units, single or multi-family and who shall own not less than 15 lots.~~

Section 6. Certain Rights of the Developer. For such time as the Developer shall own Undeveloped Lots, its rights and interest shall not be prejudiced by any of the

following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner.
- (b) Changes Article I, DEFINITIONS, in a manner which alters its rights or status.
- (c) Alters its rights under Article II as regards annexation of additional properties.
- (d) Alters the character and rights of membership as set forth in Article IV.
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way.
- (f) Denies the right to convey common areas to the Association so long as such common areas lie within the land area represented in the General Plan of Development.
- (g) Alters its rights as set forth in Article VI relating to design controls.
- (h) Alters the basis for assessments.
- (i) Alters the provisions of the protective covenants as set forth in Article VII hereinafter or in any supplementary declaration.
- (j) Alters the Developer's rights as they appear under this Article.

IN WITNESS WHEREOF, the Developer, Georgetown Associates, a limited partnership under the laws of Georgia, has caused these presents to be duly executed by its General Partners, this 7th day of June, 1974.

GEORGETOWN ASSOCIATES, A Limited Partnership

S/By: LeRoy Moore, General Partner

S/By: Erwin A. Friedman, General Partner

Signed, sealed and delivered

in the presence of:

S/William W. Shearouse, Jr.

S/Janice D. Hagins  
Notary Public,  
Chatham County, Georgia  
(Notarial Seal)