

HUSSEY, GAY & BELL
Consulting Engineers

KING'S GRANT SID
BEING A PORTION OF THE
HENRIK MAGNUM COMPANY TRACT
CHAIRMAN COUNTRY, GA.

GEORGETOWN ASSOCIATES
A LIMITED PARTNERSHIP
OF HENNINGEN CROSS IN
SHIRAZ, GEORGIA 31068

1. The following description of the subject property shall be a true and correct description of the same and shall be binding on all parties thereto who are named herein as being signatories to this plat.

2. All dimensions shown on this plat shall be in feet and inches.

3. All lots shown on this plat shall be subject to the provisions of the Georgia Condominium Act, Chapter 103, Official Code of Georgia Annotated, as amended.

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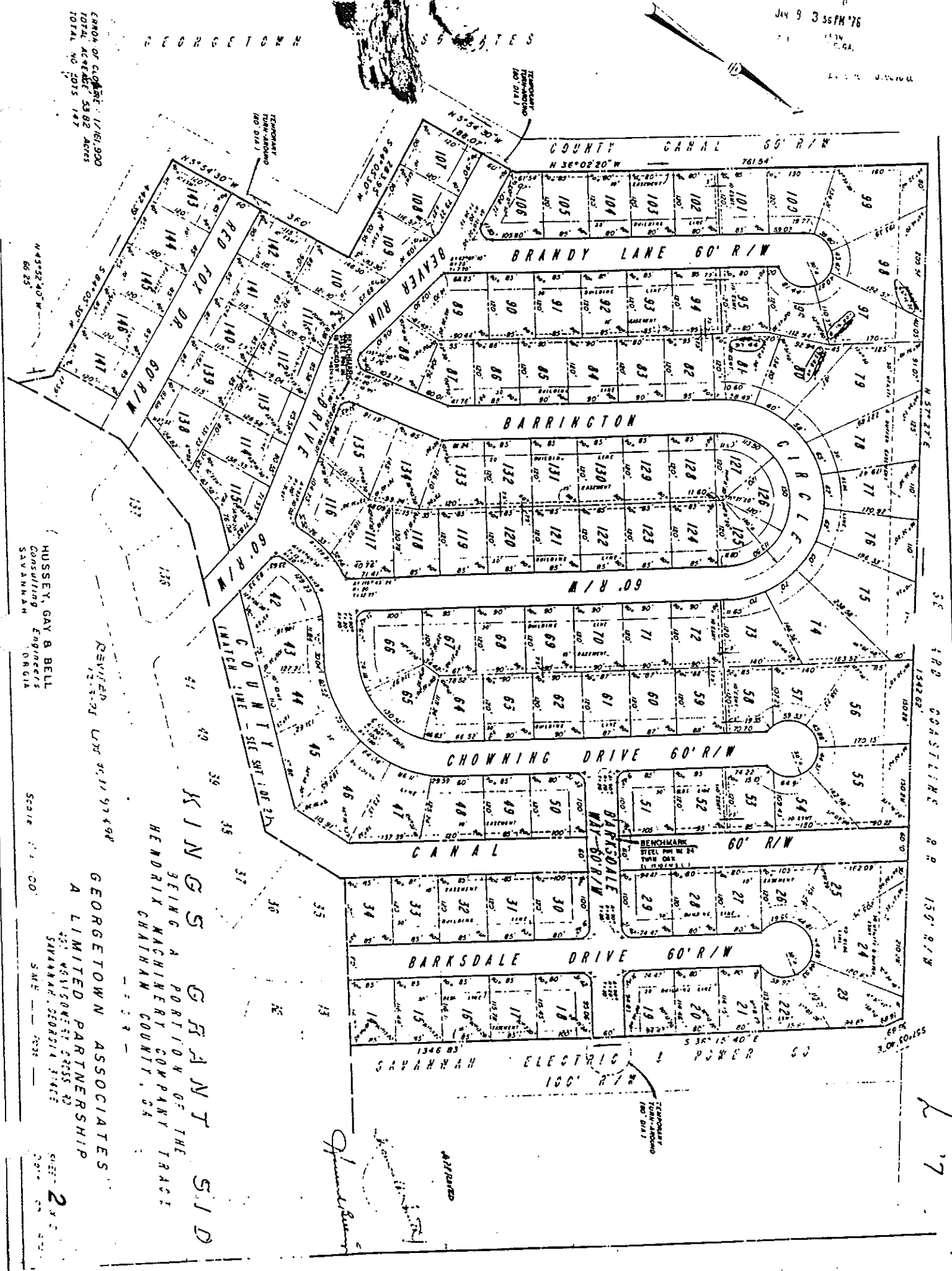
10. The plat shall be subject to the provisions of the Georgia Condominium Act, Chapter 103, Official Code of Georgia Annotated, as amended.

Approved by Chairman County Engineer Ed B. ... 1974
 County Engineer ...
 Approved for Chairman County Department of Public-Works Division
 of Engineering & Sanitation Ed B. ... 1974
 Chairman ...
 Approved by Metropolitan Planning Commission ... 1974
 Metropolitan Planning Commission ...
 Approved by Open Court The ... of ... 1974
 Open Court ...
 Approved by 1974

AREA OF COUNTRY: 17,181,300
 TOTAL ACRES: 3322
 TOTAL AC. LOTS: 1497

JUL 9 3 35 PM '76

ERRATA OF CLOSURE: 1/16/1900
TOTAL ACRES: 53.82
TOTAL NO. LOTS: 147



KINGS GRANT SID
 BEING A PORTION OF THE
 HENDRIX MACHINERY COMPANY TRACT
 CHATHAM COUNTY, GA

GEORGETOWN ASSOCIATES
 A LIMITED PARTNERSHIP

HUSSEY, GAY & BELL
 Consulting Engineers
 SAVANNAH, GEORGIA

SCALE: 1" = 100'

REVISED 12-3-75 LVS 31, 32, 33, 34

351 WILSON ST. CROSS RD
 SAVANNAH, GEORGIA 31405

SHEET 2

56 182 1542.62 8.8 130' R/W

L 17

APPROVED

[Handwritten signature]

15972

420

FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
KINGS GRANT ADDITION

THIS DECLARATION, made this 25th day of October, 1977,
by GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, herein-
after called "Developer".

W I T N E S S E T H

WHEREAS, Developer is the owner of that certain parcel
of real property located in Chatham County, Georgia, known as
Kings Grant Addition, a map or plat of which is recorded in the
Office of the Clerk of the Superior Court of Chatham County,
Georgia, in Subdivision Map Book O , Page 40 , to which map
reference is made for a more detailed description of said proper-
ty; and,

WHEREAS, said Subdivision is a portion of the overall
development known and designated as "Georgetown".

NOW, THEREFORE, Developer hereby declares that the
said Subdivision, together with such additions as may hereafter
be made thereto as provided in Article I, shall be held, trans-
ferred, sold, conveyed and occupied subject to the covenants,
restrictions, easements, charges and liens set forth in the
"DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEORGETOWN"
(Declaration), as amended, dated June 7th, 1974, recorded in the
Office of the Clerk of the Superior Court of Chatham County, Geo-
rgia, in Record Book 106-E, Page 521, and subject to the covenants,
restrictions, easements, charges and liens set forth hereinafter
in this Supplementary Declaration.

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 on said subdivision map. Said property shall be known

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HASLAM &
WEINER, P.C.
14 EAST STATE STREET
SAVANNAH, GEORGIA

as Kings Grant Addition (sometimes designated "Parcel").

Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Developer filing of record this Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

ARTICLE II

PARCEL ASSESSMENTS

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

(a) Improvement, maintenance and operation of property owned by the Association, or by the Developer prior to conveyance to the Association in accordance with the provisions 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.

Section 2. Method of Assessment. The assessment shall be levied by the Association against the Lots in the Parcel, and collected and disbursed by the Association. By a majority vote of the directors, the Board shall fix the annual parcel assessment and date or dates such assessment becomes due.

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 IV of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the following commencement of the Parcel Assessment for Kings Grant Addition, the maximum annual Parcel Assessment for Parcel shall be \$1.00.

ARTICLE III
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 Kings Grant Addition 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 Architectural Review Board has established the protective covenants set forth below which are hereby established, promulgated and declared to be the Protective Covenants for Kings Grant Addition. All lots in said subdivision 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 and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars.

Section 4. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Review Board as to quality of design, construction and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear or side of the completed building unless similarly approved. Approval procedure shall be as pro-

vided in Section 14 of this Article.

Section 5. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot if cost of construction is less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded and adjusted from time to time to reflect any increase in the cost of living, as promulgated by the U. S. Commerce Department, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor living area of a single story dwelling located on any lot in the subdivision (except as provided hereinafter) shall not be less than 1,300 square feet, unless said dwelling shall not have a closed parking garage or unenclosed carport, in which case the said minimum ground floor living area shall not be less than 1,500 square feet. In case of a two story or a one and one-half story dwelling located on any lot, the ground floor living area shall not be less than 1,000 square feet.

Notwithstanding the foregoing, with respect to Red Fox Drive, Red Fox Court, and Cutler Drive, the ground floor living area of a single story dwelling located on any lot in said subdivision shall not be less than 1,500 square feet unless said dwelling shall not have a closed parking garage or enclosed carport, in which case the said minimum ground floor living area shall be 1,700 square feet. In the case of a two story or a one and one-half story dwelling located on any lot, the ground floor living area shall not be less than 1,000 square feet.

The ground floor living area shall not include carports, garages, porches, patios, exterior storage rooms or other unfinished areas. No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area sufficient in size to hold at least one standard automobile,

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7 STATE STREET
NNAN, GEORGIA

exclusive of a surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

Section 6. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior lot line unless express permission has been given in writing by the Architectural Review Board, in which case the minimum side yard may be reduced to 5 feet in exceptional circumstances; except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line; swimming pools, the highest projection of which shall not exceed 3 feet, and outdoor fireplaces not to exceed 6 feet in height, may be erected and maintained within the rear setback, but not nearer than 15 feet from the rear lot line of any lot. Detached garages not more than one story in height may be erected and maintained within the rear setback, but not nearer than 15 feet from the rear line of any lot. No improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves, steps or uncovered patios shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 7. Lot Area and Width. No dwelling shall be erected or placed on any lot having an area of less than 9,700 square feet. The minimum width of any lot at the front setback line shall be 60 feet.

Section 8. Easements. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee

under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to the Developer, its successors and assigns all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

Drainage row shall not be constructed nor be diverted from drainage or utility easements as designed above or on the recorded plat.

Section 9. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident either temporary or permanent.

Section 11. Signs. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder to advertise the pro-

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ASLAM &
INER, P.C.
STATE STREET
MAM, GEORGIA

party during the construction and sales period.

Section 12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

Section 14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

Section 16. Architectural Review Board. All lots within the subdivision shall be subject to the jurisdiction and authority of the Architectural Review Board as established in the Declaration of Covenants and Restrictions for Georgetown. Said Board, including the membership thereof, shall be established in accordance with the provisions of said Declaration.

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.

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 authorized General Partner, this 25th day of October, 1977.

GEORGETOWN ASSOCIATES,
A Limited Partnership

BY: [Signature]
LEROY MOORE
General Partner

Signed, sealed and delivered
in the presence of:

[Signature]

[Signature]

Notary Public, Chatham County
Georgia

ANN W. RIVES
Notary Public, Chatham County, Ga.
My Commission Expires Jan. 20, 1979



filed For Record At 10:53 O'Clock A.M. On the
31 Day of OCTOBER 19 77
Recorded in Record Book 109 N. Folio 42 R.
On The 31 Day of OCTOBER 19 77

CLERK, SUPERIOR COURT, CHATHAM CO. GA

FRIEDMAN,
HAGLAM &
WEINER, P.C.
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