

Approved by Chatham County Engineer *April 12, 1983*

Approved by Chatham County Health Department - Environmental Health Division *April 26, 1983*

Approved by Metropolitan Planning Commission *April 27, 1983*

Approved by Open Court Trial - Day of March *1983*

All streets, utility lines, easements, and other for public use as shown on this plan are hereby *dedicated* to the public.

GENERAL NOTES:

- All lots to have a minimum building set back line as indicated.
- All lots shall have easement on each side for use as shown.
- All lots shall have a "C" septic system installed.
- All easements shall be shown on each lot as shown.
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- Shall be subject to the City of Savannah and Chatham County.
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James M. Lewis
 LICENSE NO. 12880
 STATE OF GEORGIA
 CIVIL ENGINEER

PHASE II BS-29 KINGS GRANT SUBDIVISION

BEING A PORTION OF LANDS
 OF GEORGETOWN ASSOCIATES
 S.W. 1/4 DISTRICT,
 CHATHAM COUNTY, GEORGIA

GEORGETOWN ASSOCIATES
 2 WARRIORS WAY
 SAVANNAH, GEORGIA 31405

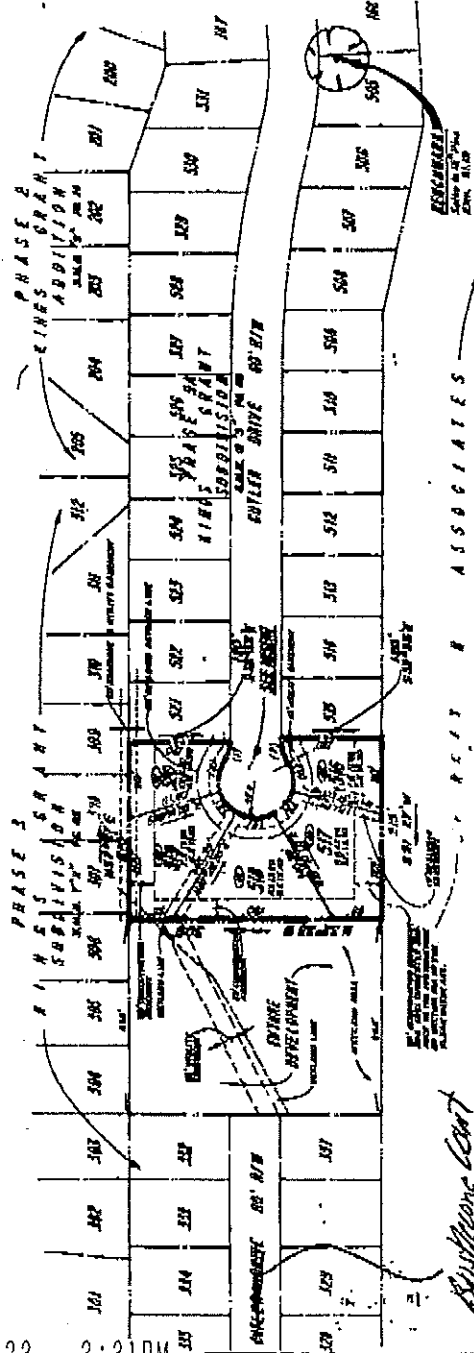
Plan No. 1-150 S.C.R. Date: February 15, 1980

In accordance with the street location Ordinance of Chatham County, Georgia, the owner has caused to be laid out and shown on this plan the location of streets and easements as indicated thereon.

RECORDING RECORD
 1983-1-10-11
 CURTIS S. STEPHENS
 COUNTY CLERK

LOT	FROM PLAT	FROM PLAT
101	18-35	18-35
102	18-35	18-35
103	18-35	18-35
104	18-35	18-35
105	18-35	18-35
106	18-35	18-35
107	18-35	18-35
108	18-35	18-35
109	18-35	18-35
110	18-35	18-35

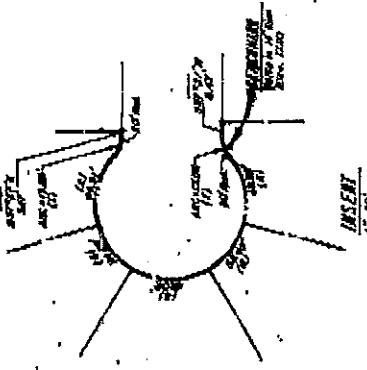
LOT	FROM PLAT	FROM PLAT
111	18-35	18-35
112	18-35	18-35
113	18-35	18-35
114	18-35	18-35
115	18-35	18-35
116	18-35	18-35
117	18-35	18-35
118	18-35	18-35
119	18-35	18-35
120	18-35	18-35



All utilities are under the jurisdiction of the U.S. Army Corps of Engineers and/or the State of Georgia. All utilities shall be shown on this plan as indicated thereon. All easements shall be shown on each lot as shown.

In my opinion, the plat is in accordance with the laws of the State of Georgia and the laws of Chatham County, Georgia, and I am satisfied that the same are correct and conform to the laws of the State of Georgia and the laws of Chatham County, Georgia.

HUSSEY, BAY, SELL & DEYOUNG
 ENGINEERS
 SAVANNAH, GEORGIA



SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
KINGS GRANT ADDITION, PHASE IX-B

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THIS DECLARATION, made this 20th day of May, 1993, by GEORGIAN WALK DEVELOPMENT GROUP, INC., hereinafter referred to as the "Developer", and GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter referred to as "Original Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of those certain lots located in the subdivision known as Kings Grant Addition IX-B and as more particularly described on that certain subdivision map which is recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 13-S, Page 29 (said Kings Grant Addition IX-B being hereinafter referred to as the "Subdivision" and the lots in the subdivision being hereinafter referred to as the "Lots"); and

WHEREAS, said Subdivision is being submitted as a portion of the overall development known and designated as Georgetown; and

WHEREAS, said Subdivision is situated within the boundaries of the master plan of Georgetown; and

WHEREAS, on June 7, 1974, a Declaration of Covenants and Restrictions for Georgetown was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-E, Folio 521 (hereinafter referred to as the "Declaration"); and

WHEREAS, in accordance with Article I, Section 3 and Article II, Section 2 of the Declaration, the Developer has the right to file a Supplementary Declaration which contains complimentary provisions applicable to the Subdivision;

NOW, THEREFORE, the Original Developer and the Developer hereby declare that the Lots shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charters and liens set forth in the Declaration and subject to the covenants, restrictions, easements, charges, and liens set forth in this Supplementary Declaration.

Filed For Record At 10:56 o'clock A.M. Mon. May 19 1993
Recorded in Record Book 160-N-1380 524
OLIVER MANER & GRAY
CLERK, S.C.C.G.A.

RECEIVED FOR RECORD
JUN 15 AM 10:56
93 JUN 15 AM 10:56
CLERK, S.C.C.G.A.
27.10

Handwritten signature/initials in a circle.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION 565

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 above-mentioned subdivision map. Said property shall be known as KINGS GRANT ADDITION, PHASE IX-B (sometimes designated "Parcel").

Section 2. Additions to Existing Property. Subject to the conditions set forth in Article II of the Declaration of Covenants and Restrictions for Georgetown, as amended, dated June 7, 1974, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-E, Folio 521, and further subject to the approval of Georgetown Community Services Association (the "Association"), additional property may be subject to this Supplementary Declaration.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on KINGS GRANT ADDITION, PHASE IX-B 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 Association's Board of Directors, the Board shall fix the annual parcel assessment and date or dates such assessment becomes due.

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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 year following commencement of the Parcel Assessment for KINGS GRANT ADDITION, PHASE IX-B the maximum Parcel Assessment for Parcel shall be \$213.43.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Developer and Original Developer and to each and every person who shall hereafter purchase any lot in KINGS GRANT ADDITION, PHASE IX-B 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 KINGS GRANT ADDITION, PHASE IX-B. 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 Georgetown Architectural Review Board as

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to such factors as 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 unless similarly approved. Approval procedure shall be as provided in Section 16 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 \$35,000.00 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 1,360 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 800 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, 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

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located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 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 in exceptional circumstances; except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 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 10 feet from the rear lot line of any lot. Detached garages not more than one store in height may be erected and maintained within the rear setback, but not nearer than 10 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. No dwelling shall be erected or placed on any lot having an area of less than 8,000 square feet. The minimum width of any lot at the front setback line shall be as shown on said subdivision map.

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 purchase.

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

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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 flow shall not be obstructed 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 out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Recreational Vehicles and 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 residence either temporary or permanent. No recreational vehicle, boat, trailer, camper, mobile home or bus shall be located on any lot overnight.

Section 11. Signs. No signs of any kind shall be displayed to the public view on 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 property 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

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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 sightlines.

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.

Any approval or disapproval of the Board required by these covenants shall be in writing. In the event the Board fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it under Section 4 of this Article, approval will not be required and the related covenants shall be deemed to have been fully complied with. In addition, after their expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions, unless notice to the contrary shall have been recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia,

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or legal proceedings shall have been instituted to enable such compliance.

Section 17. Length of Home Construction. When the construction of any building or any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time, not to exceed one (1) year from commencement of construction except that such period may be extended by reason of an act of God, labor disputes, or other matters beyond the owner's control. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said this Supplementary Declaration and the General Declaration.

Section 18. Maintenance of Temporary and/or Accessory Structures. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot prior to commencement of the erection of such dwelling house except as is permitted hereby and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such construction.

Section 19. Conducting of Business on Properties. No business of any kind whatsoever shall be carried on the properties. This prohibition also includes single person businesses which are normally permitted under Chatham County zoning laws in areas zoned for exclusive single family residential purposes.

Section 20. Special Provisions. The following special provisions of the within Protective Covenants shall only bind the present Developer and its assigns, together with any successor to all or substantially all of its business of developing the subdivision:

572 (a) Houses constructed within Kings Grant Addition, Phase IX-B, shall have a minimum square footage of 1,360 square feet.

(b) For every home built having a square footage of between 1,360 square feet and 1,500 square feet, Developer agrees to construct another house having a square footage of at least 1,600 square feet.

(c) No other plans, other than those currently being marketed, will be introduced in Kings Grant Addition, Phase IX-B. Current plans are numbers 1360, 1364, 1365, 1366 and 1368.

(d) In the event Developer defaults in the performance of any of its obligations under these Covenants, then the Association shall be entitled to pursue any and all remedies available under law or in equity, including the pursuit of an action for specific performance of these Covenants against Developer.

(e) These Covenants shall apply to, enure to the benefit of, and be binding upon and enforceable against the present Developer and its assigns, together with any successor to all or substantially all of its business of developing the subdivision.

(f) No conduct or course of action undertaken or performed by the parties hereto shall have the effect of, or be deemed to have the effect of modifying, altering, or amending the terms, covenants and conditions herein. The failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand exact compliance with these terms hereof.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary 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

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the twenty year term or of any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75%) per cent of the record owners of lots in the subdivision and by the Developer, as long as it owns any lot or common area within the subdivision. A termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by (1) the Developer as long as it owns any lot or common area within the subdivision, (2) the Association, and (3) by not less than 75% of the record owners of lots in the subdivision. The amendment must be recorded.

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

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements of the Supplemental Declaration and the General Declaration shall give to the Declarant and to the ARB, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exists thereon contrary to this Supplemental Declaration and to the General Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the ARB or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the ARB or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation servitude and easement is

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violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive. Any violation shall not result in a forfeiture or reversion of title.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

Declarant hereby adopts the review procedure and enforcement procedures of the Association as is set out in the Association's Architectural Guidelines.

Section 4. 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.

IN WITNESS WHEREOF, Georgian Walk Development Group, Inc. and Georgetown Associates, a Georgia limited partnership, have caused these presents to be duly executed as of the day and year first above written.

GEORGIAN WALK DEVELOPMENT GROUP, INC.

By: _____

[Handwritten signature]

Attest: _____

[Handwritten signature]

Signed, sealed and delivered in the presence of:

[Handwritten signature]

Witness

[Handwritten signature]

Notary Public



SHERRIL D. BAREFIELD
Notary Public, Chatham County, GA.
My Commission Expires Aug. 19, 1996