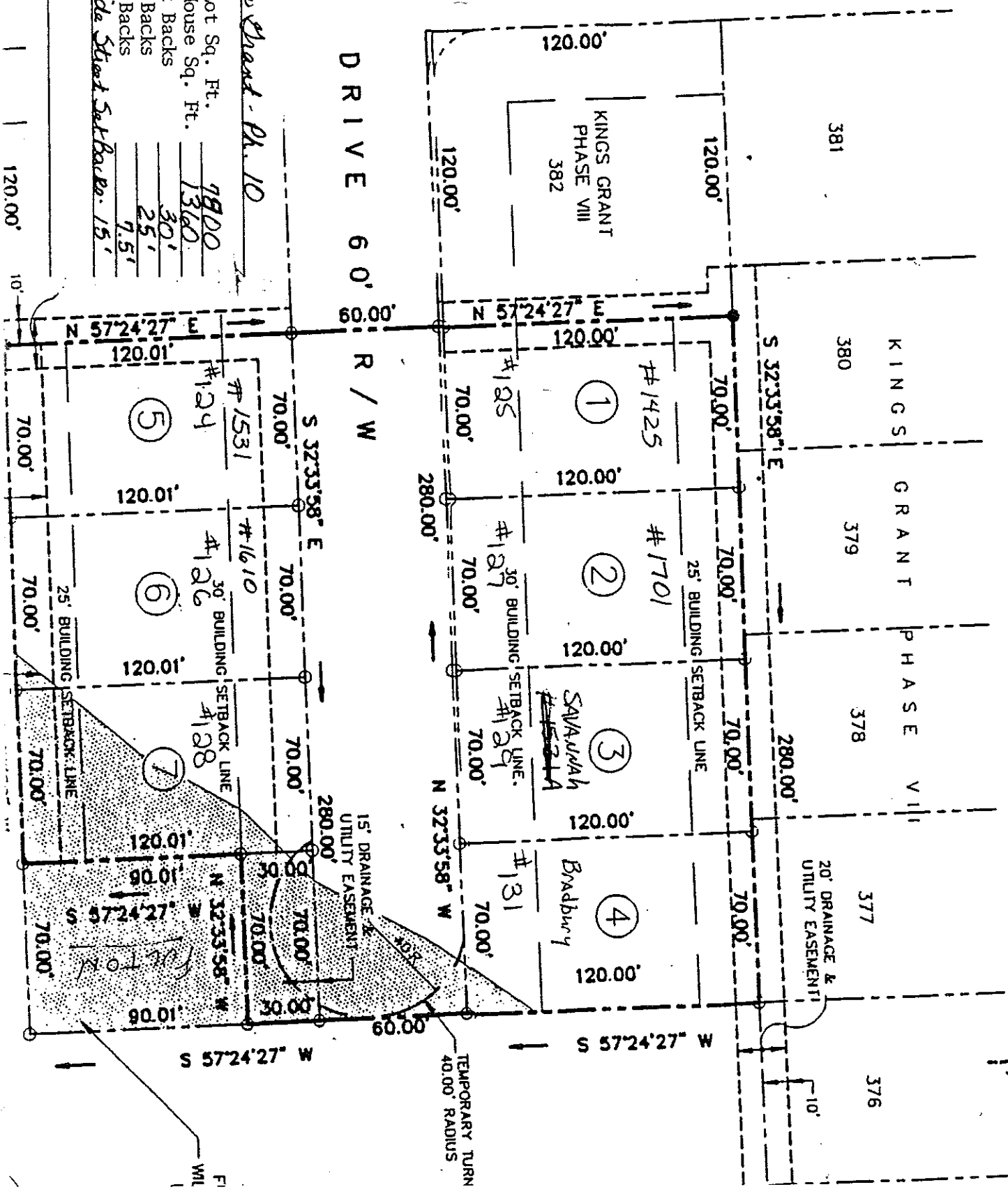


FOX

CROSSING 60' R/W

Kings Grant - Ph. 10

Minimum Lot Sq. Ft.	7800
Minimum House Sq. Ft.	1360
Front Set Backs	30'
Rear Set Backs	25'
Side Set Backs	7.5'
Other: <i>Side Street Set Backs</i>	<i>15'</i>



Ph. 10

276

Record At 3:35 P M On The
Day Of March 19 94
Filed In 106-E
The Clerk Superior Court, Chatham County, Georgia
276
1994

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEORGETOWN KINGS GRANT PHASE X
RECEIVED FOR RECORD
94 MAR 25 PM 3:35
DORIS S STEPHENS
CLERK, S.C.C.G.A.

THIS SUPPLEMENTARY DECLARATION, made this 31st day of December, 1993, by WILD HERON DEVELOPERS LIMITED PARTNERSHIP, a Georgia Limited Partnership, hereinafter referred to as the "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 PHASE X and more particularly described on Exhibit "A" hereto (said KINGS GRANT PHASE X is hereinafter referred to as the "Subdivision" and the lots in the subdivision are hereinafter referred to as "Lots"); 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 Record Book 106-E, Page 521, (hereinafter referred to as the "Declaration"); and

WHEREAS, an Agreement dated May 12, 1987 between Murray Marshall; Atlantic Investors, Ltd. - Series II (and others) and the Association, wherein property owned by said Atlantic Investors, Ltd. - Series II was subjected to the Declaration, said Agreement being recorded in Deed Book 136-I, Page 89, Chatham County records; and

WHEREAS, the Subdivision is a part of the property subjected to

ADDITIONAL INFORMATION

said Declaration; and

WHEREAS, the Declaration is silent as to certain matters such as the minimum size of lots and the minimum size of houses that may be constructed in the Subdivision; and

WHEREAS, the Association has taken the position that it can control such matters through its Architectural Review Board; and

WHEREAS, the Developer and the Association have agreed that it is in the best interest of both for the Developer to execute Supplementary Declarations which the Association will accept by acknowledgment;

NOW, THEREFORE, the Developer hereby declares that the Lots shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration, and subject to the Covenants, Restrictions, Easements, Charges and Liens set forth in this Supplementary Declaration.

1. Dwelling Costs, 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 this paragraph to insure 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. 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. Dwellings must have a minimum of an attached single car enclosed garage plus an adjacent durable surfaced area sufficient in size to hold at least one standard automobile (or as an alternative, a two car enclosed garage), exclusive of a durable surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

2. Lot Area and Width. No dwelling shall be erected or placed on any Lot having an area of less than 7,800 square feet. The minimum width of any Lot at the front set back line shall be 60 feet.

4. Minimum Set Back Lines. No permanent structure shall be placed on a lot nearer than thirty (30') feet from the front property line; fifteen (15') feet from a side street; twenty-five (25') feet from a rear property line; or seven and one-half (7½') feet from an

interior side lot line.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed, under seal, effective the date and year first above written.

WILD HERON DEVELOPERS LIMITED PARTNERSHIP, a Georgia Limited Partnership

By its General Partner,

AMERICAN HOUSING ASSOCIATES, L.C., a Virginia Limited Liability Company

La Donna Tomberlin
Witness

By: [Signature]
Member

Jazie H. Ingram
Notary Public

My Commission expires:
JAZIE H. INGRAM
Notary Public, Chatham County, Ga.
My Commission Expires June 16, 1995

La Donna Tomberlin
Witness

Acknowledged and Accepted by
Georgetown Community Services
Association, Inc.

Mary L. Feare
Notary Public

By: [Signature]

My Commission expires:
MARY L. FEARE
Notary Public, Chatham County, Georgia
My Commission Expires December 1, 1994