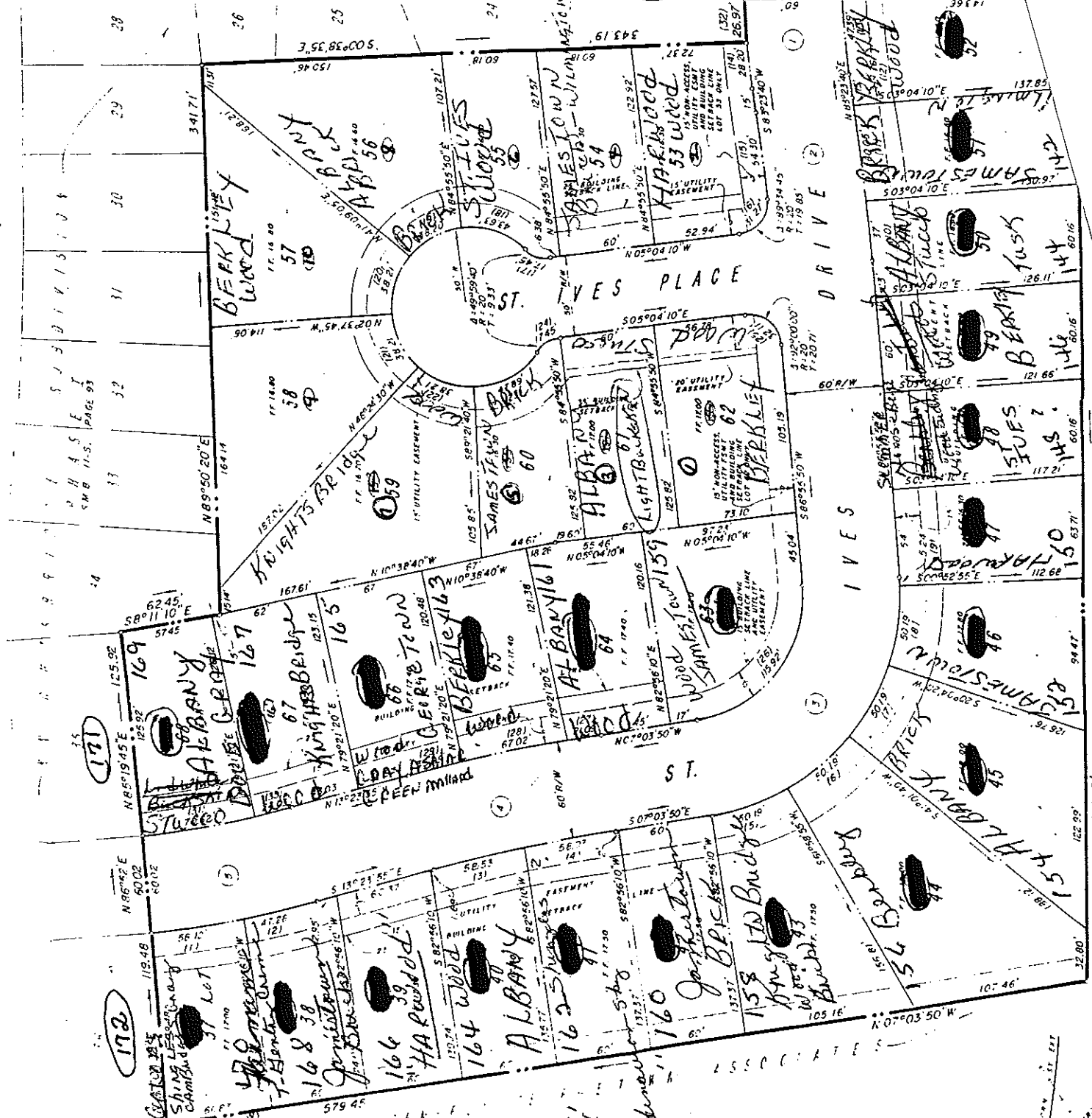


II Phase

COLORS FARNAM
On the wood siding
Back accents
White

CANTER BURY
WOOD SIDING
FARNAM WHITE & SANDERLINE ASSOCIATE



SHIRLEY ANN CAMPBELL
119.48
N 86°42' E
60.02
60.12

SHIRLEY ANN CAMPBELL
119.48
N 86°42' E
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SHIRLEY ANN CAMPBELL
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SHIRLEY ANN CAMPBELL
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N 86°42' E
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SHIRLEY ANN CAMPBELL
119.48
N 86°42' E
60.02
60.12

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR GEORGETOWN
KNIGHTSBRIDGE SUBDIVISION
PHASE II

RECORDED
L. 2 PM - 5 PM 3-01
DORIS S. ...
CLERK, ...

162

THIS DECLARATION, made this 4th day of MAY, 1992 by
Blueprint Development, Inc., a Georgia corporation, hereinafter
called "Developer".

WITNESSETH :

WHEREAS, Developer is the owner of that certain parcel of real
property located in Chatham County, Georgia, known as Knightsbridge
Subdivision, upon 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 12-5, Page 52, to which map reference is
made for a more detailed description of said property; and

WHEREAS, said Subdivision is being submitted as 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 1, shall be held, transferred, 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 7, 1974, recorded in the Office of the Clerk of
the Superior Court of Chatham County, Georgia, 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 Chatham County,
Georgia, and is more particularly described on said subdivision
map. Said property shall be known as Knightsbridge Subdivision,
Phase II (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,
or by making any conveyance of property subject to the same.

ARTICLE II Filed For Record At 3:01 O'Clock P M. On The
5 Day Of MAY 1992
Recorded in Record Book 12-5 Folio 162
On The 5 Day Of MAY 1992
PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel Assessments on
Knightsbridge Subdivision 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, lagoon maintenance, common area maintenance, 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.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Georgetown Community-Services Associations, Inc. and to each and every person who shall hereafter purchase any lot in Knightsbridge Subdivision 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. The protective covenants set forth below are hereby established, promulgated and declared to be the Protective Covenants for Knightsbridge Subdivision. 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 (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage or for not more than three (3) 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 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 1300 square feet. In case of a two (2) story or a one and one-half (1-1/2) story dwelling located on any lot, the ground floor living area shall not be less than 700 square feet and the total living area not less than 1650 square feet.

The ground floor living area shall not include garages, porches, patios, exterior storage rooms or other unfinished area. 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 (1) 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 located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than five (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 two (2) foot side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line; swimming pools, the highest projection of which shall not exceed three (3) feet, and outdoor fireplaces not to exceed six (6) feet in height, may be erected and maintained within the rear setback, but not nearer than ten (10) feet from the rear lot line of any lot. Detached garages not more than one (1) story in height may be erected and maintained within the rear setback, but not nearer than ten (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 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 5,000 square 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 or 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 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 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 sign of any kind shall be displayed to the public view of any lot except one (1) professional sign of not more than six (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 containers. All incinerators or other equipment for the storage of 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 two (2) and six (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 twenty-five (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 ten (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, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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 the twenty (20) year term or of any ten (10) 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 Owners and by the Developer, as long as it owns any lot or common area within the subdivision. A termination must be recorded.