

BOARD OF EDUCATION

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

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18

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR LIONS GATE SUBDIVISION

DORIS S. STEPHENS  
CLERK, S.C.C.O.G.A.

This Supplementary Declaration of Covenants and Restrictions made and published this 12 day of FEBRUARY, 1993, by G. T. PARTNERS, L.P., A GEORGIA LIMITED PARTNERSHIP, hereinafter referred to as "Declarant", having its principal office in Chatham County, Georgia.

W I T N E S S E T H :

WHEREAS, said G. T. Partners, L.P., a Georgia Limited Partnership, is the owner of all those lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, and being known and designated as Lots One (1) through Twenty-Two (22); both inclusive, LIONS GATE SUBDIVISION, recorded in Subdivision Map Book 13-S, Folio 8, of the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to insure the best use and the most appropriate development and improvement of each lot therein;

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16 Day Of FEB 1993  
Recorded in Record Book 13-S-P-8 Page 518  
On The 19 Day Of FEB 1993

CLERK SUPERIOR COURT, CHATHAM CO., GA.

55.00  
366875A01 02/16/93TOTAL

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

WHEREAS, said Subdivision is situated within the boundaries of the original master plan for Georgetown and the Declarant subjects said Subdivision to the General Declaration which is specifically incorporated herein. The Declarant exercises this right to subject said Subdivision to the General Declaration under assignment from the Developer as allowed in Article I, Section 3, with the right to subject the property being set forth under Article II, Section 2, of the General Declaration.

WHEREAS, Declarant hereby declares that the said Subdivision 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" (General Declaration), as amended, dated June 7, 1974, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 106-E, Page 521, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter in this Supplementary Declaration.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of the lots in said Subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above lots, and persons or entities owning said lots or any of them

hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons or entities claiming under and through Declarant until the 31st day of December 2009, at which time said covenants may be extended and terminated, in whole or in part, as hereinafter provided.

#### ARTICLE 1

##### DEFINITION OF TERMS USED HEREIN

1.1 DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to G. T. PARTNERS, L.P., A GEORGIA LIMITED PARTNERSHIP.

1.2 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or porticoes, and the like including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop, or steps, or balustrades, the sides of which do not extend more than three feet above the level of the ground floor of said building.

1.3 LOT. The word "Lot" wherever used in this Declaration means and refers to Lots One (1) through Twenty-Two (22) as shown on the plat. The numbers following the word Lot refer to the particular lot or lots so numbered on the aforesaid plat.

1.4 SAID PLAT/SAID SUBDIVISION MAP. The words "Said Plat" or "Said Subdivision Map" wherever used in this Declaration mean

and refer to the Plat referred to above and which is recorded in Subdivision Map Book 13 -S, Folio 8, of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.5 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to Georgetown Community Services Association, Inc., its successors and assigns.

1.6 SAID PROPERTY. The words "Said Property" wherever used in this Supplementary Declaration mean and refer to the property described in the aforesaid description paragraph above which defines the land covered by this Supplementary Declaration.

1.7 SETBACK. The word "Setback" wherever used in this Declaration means and refers to the distance between dwelling houses and other structure referred to and the street or side or rear line of the particular lot.

1.8 COMMON AREA. The words "Common Area" wherever used in this Supplementary Declaration will be defined as is set out in Article I, Section 6, of the General Declaration.

1.9 OWNER. The word "Owner" wherever used in this Supplementary Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any lot or dwelling house situated upon said property, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.10 MEMBER. The word "Member" wherever used in this Supplementary Declaration will be defined as is set out in the Article I, Section 13, of the General Declaration.

1.11 STREET. The word "Street" wherever used in this Supplementary Declaration means and refers to any street, highway or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, lane, terrace, way or circle.

1.12 ARCHITECTURAL REVIEW BOARD. The words "Architectural Review Board" or "ARB" wherever used in this Supplementary Declaration means and refers to the Architectural Review Board of Georgetown Community Services Association, Inc., described hereafter in this Declaration.

1.13. SINGLE FAMILY. The words "Single Family" wherever used in this Supplementary Declaration mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than four persons not all so related, maintaining a common household in a dwelling house.

1.14. SUBDIVISION. The word "Subdivision" wherever used in this Supplementary Declaration means and refers to Lions Gate Subdivision.

1.15 GENERAL DECLARATION. The words "General Declaration" refers to the covenants, restrictions, easements, charges and liens set forth in the "Declaration of Covenants and Restrictions for Georgetown", as amended, dated June 7, 1974, recorded in the

Office of the Clerk of the Superior Court of Chatham County,  
Georgia, in Deed Book 106-E, Folio 521, Chatham County records.

ARTICLE II

USES PROHIBITED AND PERMITTED

2.1 Said property shall not be used, nor shall any portion thereof be used for any purpose other than single family residence purposes.

2.2 The only buildings that are permitted to be constructed or erected on said property are a detached single family dwelling house, a detached vehicle garage and a storage building, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling and a detached vehicle garage. A private vehicle garage for the use of the owners or occupants of the private dwelling may be incorporated into and made a part of such private dwelling. Carports are not allowed.

2.3 No dwelling house more than two stories in height shall be erected, constructed or maintained on Lots 1 through 22, both inclusive.

2.4 It is the intention and purpose of this Supplementary Declaration to insure that all dwellings, detached vehicle garages and storage buildings shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings, detached vehicle garages and storage buildings shall be constructed in

accordance with applicable government building codes and with more restrictive standards than may be required by the Declarant and the ARB.

2.5 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.

2.6 The location of each dwelling and other structures on a lot shall be subject to approval in writing by the Declarant and the ARB in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth in the Association's Architectural Guidelines, and as set forth herein.

2.7 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.

2.8 No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten, or nursery school, sanitarium, beauty shop, barber shop, asylum, or institution, and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. 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.

2.9 Except as otherwise set forth herein, any domesticated animal may be kept on any part of said property in reasonable numbers as pets for the pleasure of the occupants of said

property. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. The prevailing Chatham County Leash Ordinance shall apply to such domesticated animals. The following animals shall not be kept or maintained on any part of said property for any purpose: cattle, roosters, cows, goats and sheep.

2.10 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted or maintained, nor shall any horses, ponies, donkeys or burros, be kept upon any part of said real property.

2.11 The parking and maintenance of vehicles, boats and trailers on said property shall be governed by the Association's Architectural Guidelines.

2.12 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

2.13 Fences shall be permitted on said property upon the approval of the Declarant and the Association as governed by the Association's Architectural Guidelines.

2.14 Trash, garbage or other waste shall be kept in sanitary containers.

2.15 Declarant hereby adopts and incorporates into this Supplementary Declaration the General Guidelines of the ARB regulating off street parking, fences, play equipment and satellite dishes.

## ARCHITECTURAL CONTROL

3.1 Declarant's objectives are to carry out the general purposes expressed in this Supplementary Declaration and the General Declaration; to prohibit any improvement or change in the properties which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality.

3.2 All lots within said Subdivision shall be subject to the jurisdiction and authority of the ARB as established in the General Declaration.

3.3 To achieve Declarant's objectives, except as otherwise set forth herein, prior written approval shall be obtained from the Declarant and the ARB with respect to all matters stated in this Supplementary Declaration as requiring such approval. As to any matter requiring such approval, joint written approval of the Declarant and the ARB is necessary for such approval to stand as valid and binding. It is expressly understood that consent of either the Declarant or the ARB shall not bind the other. Provided, however, the approval of mailboxes shall be the sole

responsibility of the Declarant until such time as that authority is delegated to and accepted by the Association by written instrument delivered to the Association and placed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.4 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 Declarant to an Owner or to the Association shall be made or done without the prior approval of the Declarant and the ARB. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Declarant and the ARB.

3.5 The approval of the Declarant and the ARB of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Declarant and the ARB of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other lots in said Subdivision.

3.6 After the 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 the Superior Court, in and for Chatham

County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

3.7 Declarant and the ARB may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Declarant and the ARB under construction or on or in which the Declarant and the ARB may believe that a violation of the covenants, restrictions, reservations, servitudes or easements of this Supplementary Declaration or the General Declaration is occurring or has occurred.

3.8 Mailboxes for each lot in said Subdivision shall be of a design, workmanship and materials as shall be established by the Declarant and approved by the ARB. The uniformity of design, workmanship and materials is important to the harmonious appearance of said Subdivision. All replacements of the mailboxes must be of the same design, workmanship and materials as the original mailboxes. The approval of mailboxes shall be the sole responsibility of the Declarant until such time as that authority is delegated to and accepted by the Association by written instrument delivered to the Association and placed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.9 Lots 7, 8, 9, 10, 11, 12, 17, 18 and 19 in said Subdivision are partially composed of land which is currently designated as "wetlands" under present regulations and are subject to the jurisdiction of the United States Army Corps of Engineers. Reference is hereby made to said Subdivision Map with

the exact delineation of wetlands areas. The areas may not be disturbed without the approval of the United States Army Corps of Engineers. Therefore, the requirements of the Association's General Guidelines concerning control of weed and/or rank vegetation is subject to the approval of the United States Army Corps of Engineers.

#### ARTICLE IV

##### AREA IMPROVEMENTS

Section 4.1. The ground floor living area of a single story dwelling located on any lot in said subdivision (except as provided hereafter) shall not be less than 1,600 square feet and shall contain a double car garage of not less than 400 square feet. In case of a two story or 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 a parking space with a street and permitting ingress and egress of an automobile.

Section 4.2. No building shall be located on any lot nearer than 30 feet to the front lot line, 25 feet to the rear lot line or 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. Detached vehicle garages may not be more than one story in height and are subject to the 25 foot rear set back restriction. Storage buildings must be situated behind the dwelling house where they cannot be seen from the street fronting the lot, unless express permission for a different location has been given in writing by the Architectural Review Board. 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 set back, but not nearer than 15 feet from the rear lot 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 an improvement on a lot to encroach upon another lot.

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 60 feet, with necessary variances to be submitted to the ARB.

ARTICLE V

ASSOCIATION AND COMMON AREA

5.1 Georgetown Community Services, Inc. is a non-profit Corporation formed under the laws of the State of Georgia to carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the Corporation and the General Declaration. Each owner of a lot in the subdivision

shall be a member of the Association. Membership voting rights are as set out in Article IV of the General Declaration.

5.2 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common area legal title to the following common areas:

- (a) Decorative sign, fencing and landscaping erected by the Declarant encompassing the entry to said Subdivision located on portions of Lots 1, 20 and 22, and portions of the right-of-way;
- (b) Street signs erected by the Declarant;

The conveyance shall be at such time as all of the twenty-two (22) dwellings in said Subdivision are occupied. Occupied shall be defined as being comprised of third-party owner/occupants and model dwellings.

The Subdivision Map for said Subdivision indicates an Easement across portions of Lots 1, 20 and 22 for the purpose of granting access to said portions of Lots 1, 20 and 22 to the Association in order to maintain the common area.

5.3 Every member shall have the right and easement of enjoyment in and to the common area in common with other owners and such easements shall be appurtenant to and shall pass with the title to every lot.

5.4 The Association, for itself, its successors and assigns, hereby covenants with the Declarant as follows:

- (a) The Association will accept conveyance of the common area which the Declarant is obligated to or may convey to the Association.



- (b) The Association will preserve and maintain for the common benefit of its members all the common area which it hereafter shall own.
- (c) The Association shall have such obligations as are set forth under Article III of the General Declarations.

5.5 The Association has the right to take such steps as are reasonably necessary to protect the common area against damage.

5.6 The Association, as provided in its articles of incorporation and by-laws and the General Declaration may regulate the use of the common area and has the right to suspend the enjoyment rights of any member of the common area when an assessment against such member remains unpaid for more than thirty (30) days after notice or for any infraction of the General Declaration, the Supplementary Declaration, or the book of Resolutions, or the published rules and regulations of the Association.

5.7 The Association has the right to dedicate and transfer all or part of the common area to any public agency, authority or utility as is set forth in Article III, Section 3(e), of the General Declaration.

ARTICLE VI

COMMON AREA MAINTENANCE CHARGES

6.1 Each lot within Lions Gate Subdivision shall be subject to an assessment by Georgetown Community Services Association, Inc. in such amounts and on such a basis as is determined by the Board of Directors of Georgetown Community Services Association, Inc. as is set forth in Article V of the General Declaration.

The assessment shall accrue at such time as is defined in the General Declaration.

6.2 All sums as above set forth are payable to Georgetown Community Services Association, Inc. and the amount so paid shall be administered by the Board of Directors of said Association and may be used for the payment of common area maintenance charges as previously set forth herein.

6.3 Acceptance of a deed to a lot within said Subdivision shall be construed to be a covenant to pay all assessments levied by the Association. All such assessments, together with interest thereon and costs of collection thereof as provided in the General Declaration, 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 the 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.

6.4 The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgage or lender of any sums secured by a properly recorded security deed or deed to secure debt on the land records of Chatham County, Georgia. Provided further, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure and nothing herein shall be construed to affect the rights given to the Association to enforce the collection of such assessments

accruing after either a foreclosure sale has occurred or a deed in lieu of foreclosure has been executed.

6.5 Property subject to this Supplementary Declaration and the General Declaration which shall be exempt from assessment shall be as defined in Article IV, Section 10, of the General Declaration.

#### ARTICLE VII

##### STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY

7.1 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.

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

7.3 Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein or in the General Declaration.

7.4 No dwelling house 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 Declarant and the Association, its respective successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and

upon said location 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.

7.5 No signs, or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property except a sign of not more than five (5) square feet in area, advertising the property for sale or rent, and signs used by builders to advertise the property during the construction and sales period; provided however, that any such builders' signs shall be subject to approval by the Declarant and the ARB.

#### ARTICLE VIII

##### SCOPE, DURATION OR COVENANTS, RESTRICTIONS RESERVATIONS, SERVITUDES AND EASEMENTS

8.1 All of the covenants, restrictions, reservations, and easements set forth in this Supplemental Declaration and the General Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment, and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements, set forth in this Supplemental Declaration and the General Declaration, and agree to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes

and easements shall run with the land and continue to be in full force and effect as herein provided. 537

The covenants, restrictions, reservations, servitudes and easements of the Supplemental Declaration as are in force on the 31st day of December, 2009, shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each, without limitation, unless within six (6) months prior to the expiration of any successive period of ten (10) years thereafter, a written agreement which has been approved by the Association and executed by the then record owners of lots in said Subdivision subject to this Supplemental Declaration, having an aggregate area equivalent to not less than seventy-five (75%) percent of the area of the total number of lots then subject to this Supplemental Declaration shall be placed on record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

8.2 In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further change, modified or extinguished, in the manner herein provided.

8.3 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Supplemental Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the ARB, the Association, or by an owner of any lot in said property.

#### ARTICLE IX

##### SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

9.1 All of the covenants, restrictions, reservations, servitudes and easements set forth in this Supplemental Declaration shall be subject to and subordinate to any recorded mortgage or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such mortgage or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such mortgage or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Supplemental Declaration.

VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS,  
SERVITUDES AND EASEMENTS

10.1 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 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.

10.2 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.

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

#### ARTICLE XI

##### RIGHT TO ENFORCE

The provisions contained in this Supplemental Declaration shall bind the ARB and the Association, or the owner or owners of any lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the ARB, the Association or the owner or owners of any lot in said Subdivision, their legal representatives, heirs, successors or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

#### ARTICLE XII

##### ASSIGNMENT OF POWERS

12.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties



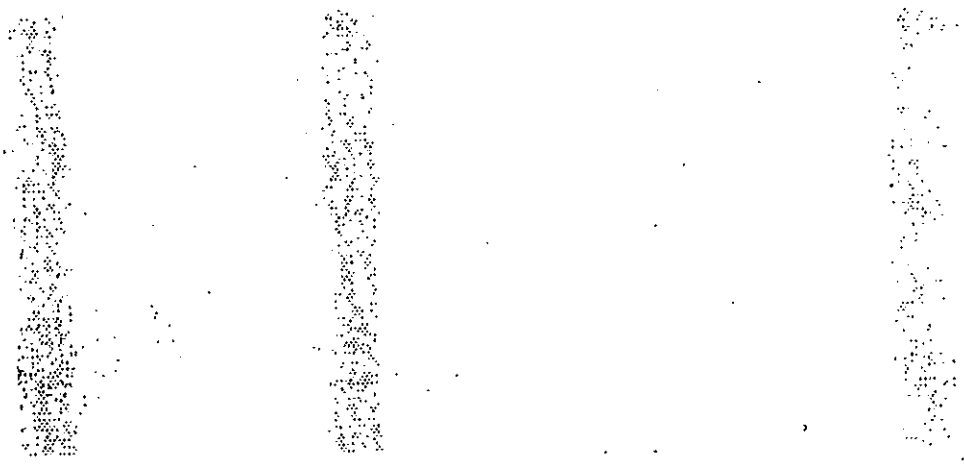
and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

12.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plat and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

ARTICLE XIII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

13.1 The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Supplemental Declaration, or in



any way define, limit or describe the scope of intent of that particular section or paragraph to which they refer.

#### ARTICLE XIV

##### THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

14.1 In the event any clause, term, provision or part of this Supplemental Declaration should be adjudicated by final judgment of any Court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision or part of this Supplemental Declaration as adjudicated to be invalid or unenforceable, the remainder of this Supplemental Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Supplemental Declaration are hereby declared to be severable and independent of each other.

#### ARTICLE XV

##### AMENDMENT

This Supplemental Declaration may be amended at any time by an instrument which has been approved by the Association and signed by the Declarant, as long as it owns any lot or common area within said Subdivision, and by a written agreement executed by the then record owners of lots in said Subdivision subject to this Supplementary Declaration having an aggregate area equivalent to not less than seventy-five (75%) percent of the area of the total number of lots then subject to this Supplementary Declaration. Any amendment must be recorded.

ARTICLE XVI

The Declarant may at any time terminate its interest in this Supplementary Declaration and delegate its power to the Association by execution of a written statement delivered to the Association and placed of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed on the day and year first above written as the date hereof.

G. T. PARTNERS, L.P.,  
A GEORGIA LIMITED PARTNERSHIP  
By: Kontar Investors, Inc.  
General Partner

By: [Signature]  
Its: PRESIDENT

Attest: [Signature]  
Its: SECRETARY



Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature] 2/12/93  
Notary Public, Chatham County, Georgia  
A. B. NEVILLE  
Notary Public, Chatham County, Go.  
My Commission Expires Mar. 10, 1996

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Rev. 1/14; 1/18; 1/27/93