

GENERAL NOTES:

1. ALL ANGLES, NOT OTHERWISE NOTED, ARE 90°.
2. ALL STREETS ARE PRIVATE AND TOGETHER WITH COMMON AREAS ARE TO BE MAINTAINED BY THE HOSE OWNERS ASSOCIATION.
3. ALL UTILITY WORK SHALL BE IN ACCORDANCE WITH ALL CITY ORDINANCES AND REGULATIONS.
4. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM.
5. FINISHED FLOOR ELEVATIONS OF ALL HABITABLE STRUCTURES SHALL BE A MINIMUM OF 11.0 FEET M.S.L. IN ORDER TO COMPLY WITH THE 100 YEAR FLOOD AREA ELEVATION.
6. YEAR CORNERS ARE TO BE PERMANENT CONCRETE MONUMENTS UNLESS OTHERWISE INDICATED.
7. ALL AREAS WITHIN DESIGNATED LOTS, ARE TO BE DESIGNATED - COMMON AREA.
8. THIS SUBDIVISION CONTAINS LOTS, ALIENS AND A LOT.
9. NEARBY ENGINEERS FOR INSTALLATION OF DRAINAGE AND UTILITY SYSTEMS TO SERVE THE SUBDIVISION, THE COMMON AREA IS HERE BY DESIGNATED AS A COMMON AREA.
10. LOCATIONS DESIGNATED ON APPROVED PLANS.

11. DEPARTMENT: RIGHTS-OF-WAY, EASEMENTS, AND ALL STREETS ARE PUBLIC USE AS NOTED ON THIS PLAN ARE HERE BY DEDICATED FOR THE USE INTENDED.

BY: *John M. ...*
 TITLE: INCORPORATED
 SAWWOOD HOMES DEVELOPMENT CO. INC.

II. CERTIFICATION:



12. IN ACCORDANCE WITH THE SUB-PIN PLANS MAP THIS PLANNED PROPERTY IS IN A FLOOD HAZARD AREA. THE 100 YEAR FLOOD PLAIN BEING DESIGNATED AT ELEVATION 11.0 MEAN SEA LEVEL DATUM.

13. FINISHED FLOOR BL. 11.15 FOR ALL LOTS - THIS PHASE

REFERENCE MAP: S.M.B. D-40 PER. T-189 AND PART OF A PORTION OF ALBERT EST. BY ELLY HENRIKSON INC. PART IS MARKED U.S. HIGHWAY 90-111-A-01.00-25 R.
 FIELD E.O.C.: 1:00 FIELD EQUIPMENT: STEEL TAPE
 PLAN E.O.C.: 1:10 20' TRANSIT

APPROVED BY COUNTY ENGINEER

John M. ... Aug 30, 1985

APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING & SANITATION

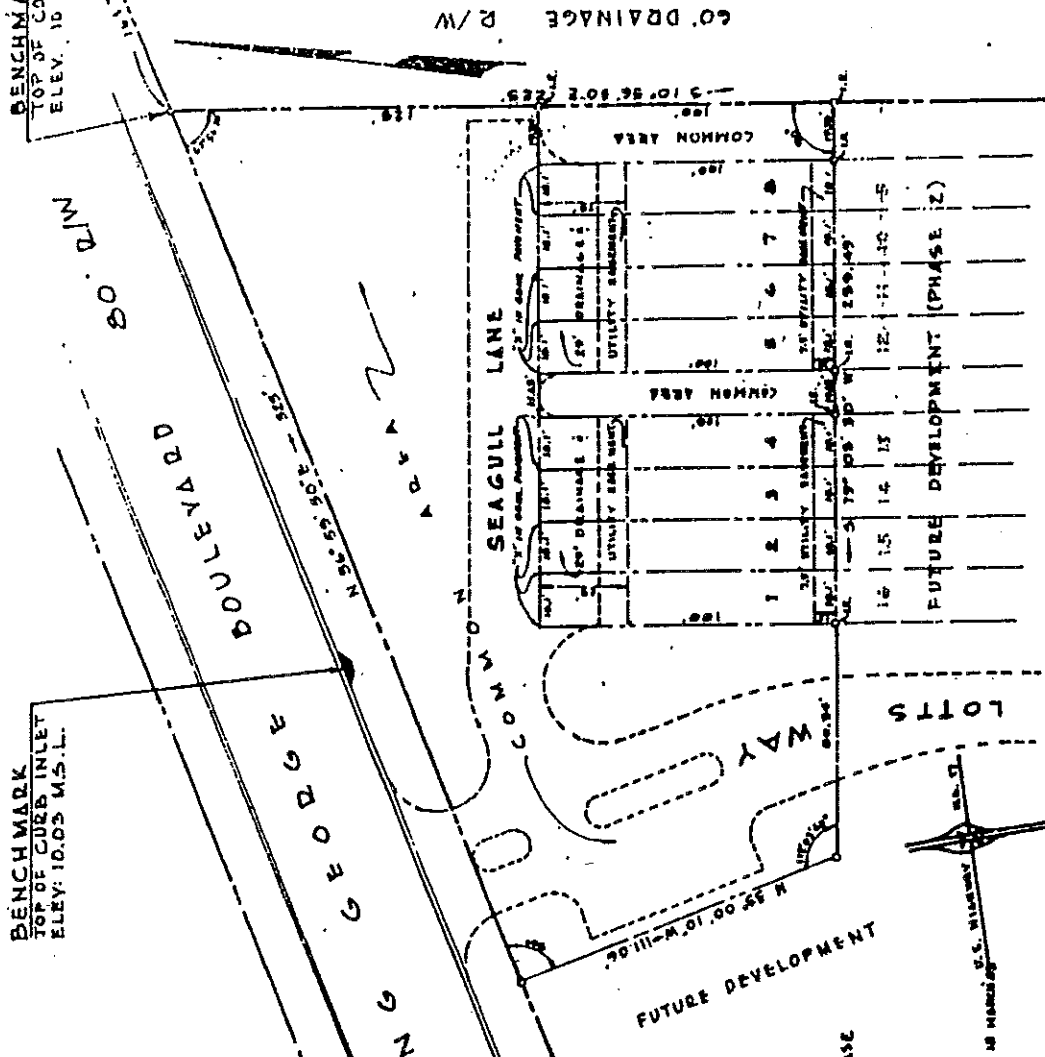
Charles A. ... August 4, 1985

APPROVED BY METROPOLITAN PLANNING COMMISSION

John M. ... Sept 6, 1985

APPROVED BY CHATHAM COUNTY COMMISSION

John M. ... Sept 8, 1985



STATE OF GEORGIA
 CHATHAM COUNTY

LOTTS LANDING - PHASE I

A SUBDIVISION OF A PORTION OF THE A. B. KENT E-STATE, FORMERLY A PORTION OF THE PENNECE TRACT, 6th C.M. DISTRICT
 FOR: SAWWOOD HOMES DEVELOPMENT CO. INC.
 407 SANGREAN DRIVE, POOLER, GA.

SCALE: 1" = 20' 20 APRIL 1985
 NEEL B. ALKEMAN, P.E., CONSULTING ENGINEER, SAVANNAH, GEORGIA.

4/28/86

BENCHMARK TOP OF CURB INLET ELEV. 10.03 M.S.L.
 BENCHMARK TOP OF COYC MON. ELEV. 10.48 M.S.L.
 60' DRAINAGE R/W
 VILLAGE GREEN
 WESTMINISTERED DRIVE 60' R/W

BENCHMARK TOP OF CURB INLET ELEV. 10.03 M.S.L.

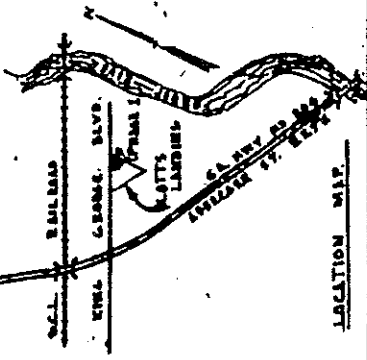
BOULEVARD
 20' R/W

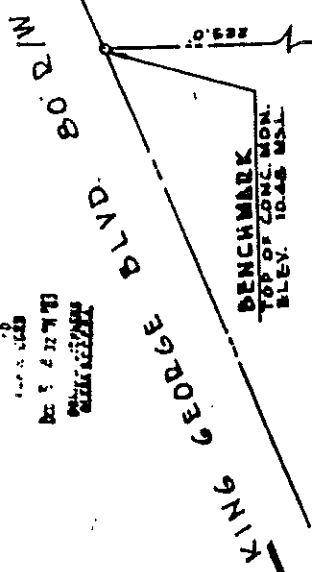
KING GEORGE
 COMMON

SEAGULL LANE

FUTURE DEVELOPMENT

LOTTS

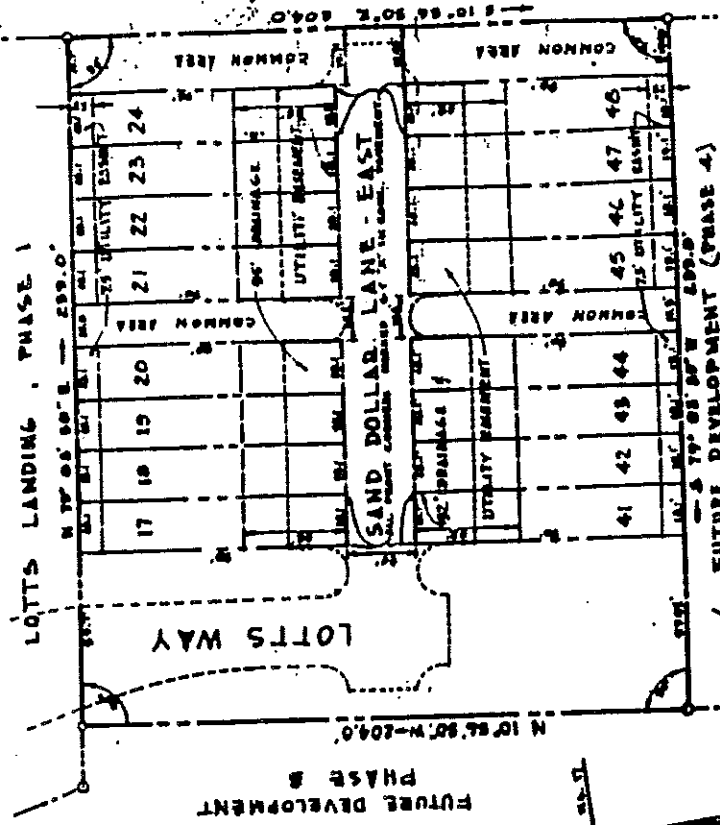




BENCHMARK
TOP OF CURB INLET
ELEV: 10.03 M.S.L.

BENCHMARK
TOP OF CONC. WALL
ELEV: 10.48 M.S.L.

LOTTS LANDING - PHASE 1



FUTURE DEVELOPMENT (PHASE 4)

STATE OF GEORGIA
CHATAM COUNTY

LOTTS LANDING - PHASE 2

A SUBDIVISION OF A PORTION OF THE
A. B. KENT ESTATE, FORMERLY A PORTION
OF THE PRIMEE TRACT, 6TH C. M. DISTRICT

FOR: **SANROOP HOMES DEVELOPMENT CO. INC**
491 SANGRENA DRIVE, POOLER, GA

SCALE: 1" = 50'
MAY 22, 1965

PREPARED BY:
MABEL B. ACKELMAN, P.E., CONSULTING ENGINEER
DAVENPORT, GEORGIA

GENERAL NOTES:

1. ALL ANGLES, NOT OTHERWISE NOTED, ARE 90°.
2. ALL STREETS ARE PRIVATE AND TREATED AS SUCH.
3. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. ALL UTILITY LINES ARE TO BE INSTALLED IN ACCORDANCE WITH THE 1960 NATIONAL PLUMBING AND MECHANICAL CODES.
5. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM.
6. FINISHED FLOOR ELEVATIONS OF ALL HABITABLE STRUCTURES SHALL BE A MINIMUM OF 1.0 FEET M.S.L. IN ORDER TO COMPLY WITH THE 1960 NATIONAL PLUMBING AND MECHANICAL CODES.
7. ALL CONCRETE FOUNDATION FOOTINGS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
8. ALL AREAS WITHIN THE EXTERIOR BOUNDARY AND NOT WITHIN DESIGNATED LOTS, ARE TO BE COMMON AREAS - COMMON AREA.
9. THE COMMON AREA CONTAINS 1.18 AC. AND 16 LOTS.
10. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE INSTALLATION OF SEWERAGE AND WATER LINES TO SERVE THE COMMON AREA AND ALL LOTS WITHIN THE COMMON AREA.
11. THE COMMON AREA IS HERE BY DESIGNATED AS A MEMBERSHIP OF LOTS IN ACCORDANCE WITH THE 1960 NATIONAL PLUMBING AND MECHANICAL CODES.

SANROOP HOMES DEVELOPMENT CO. INC
BY: *[Signature]*
TITLE: VICE PRESIDENT

II. CERTIFICATION:



45-34

12. IN ACCORDANCE WITH THE 1960 NATIONAL PLUMBING AND MECHANICAL CODES, THIS PLAN AND SPECIFICATIONS IS A CLASS B PLANNING AREA. THE 100 YEAR FLOOD PLAIN BEING DESIGNATED AT ELEVATION 11.0 MEAN SEA LEVEL DATUM.
13. FINISHED FLOOR SHALL BE 1.5 FEET FOR ALL LOTS - THIS PHASE.

ENGINEER'S MAP: LMB 2-60 FOR T-182 SMD 4-1-1960 IS AND
REVISIONS: 1. 11-1-60 BY: MABEL B. ACKELMAN, P.E.
FIELD EQUIPMENT: STEEL TAPES
2. 11-1-60
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19. 11-1-60
20. 11-1-60

APPROVED BY COUNTY ENGINEER
[Signature]
COUNTY ENGINEER

APPROVED BY CHATAM COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ENGINEERING & SANITATION
[Signature]
DATE: 5 1965

APPROVED BY METROPOLITAN PLANNING COMMISSION
[Signature]
DATE: 5 1965

APPROVED BY CHATAM COUNTY COMMISSION
[Signature]
DATE: 5 1965

LOCATION

STATE OF GEORGIA)
COUNTY OF CHATHAM)

RECEIVED
FOR RECORD
MAY 10 10 30 AM '83
BEN P. AXSON
CLERK S.C.C.C.G.A.

SUPPLEMENTARY
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GEORGETOWN
(LOTT'S LANDING)

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THIS DECLARATION, made this 3rd day of May of 1983, by Georgetown Associates and SANWOOD DEVELOPMENT COMPANY, INC., hereinafter called "Declarants".

WITNESSETH

WHEREAS, Georgetown Associates is the owner of that certain parcel of real property located in Chatham County, Georgia, and being more particularly described on that certain Exhibit "A" attached hereto and by reference made a part hereof; and

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

WHEREAS, contemporaneously herewith, Georgetown Associates are conveying said property to Sanwood Development Company, Inc.;

NOW, THEREFORE, Declarants hereby declare that the said property, together with such additions as may hereafter be made thereto as provided in Article II, 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 and as related to this certain parcel, 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 Declaration. Lott's Landing, shall be a "Parcel" of Georgetown as defined in said Declaration.

Filed For Record At 10:30 O'Clock A.M. On The
10 Day Of MAY 1983 740
Recorded in Record Book 120-Q Folio 740
On The 10 Day Of MAY 1983

HUDSON AND
GALLOWAY
ATTORNEYS AT LAW
COMMERCIAL DRIVE
SUITE E
ANNAS, GA 31406

CLERK SUPERIOR COURT, CHATHAM CO., GA.

ARTICLE I
DEFINITIONS

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Section 1. "Declaration" shall mean the Covenants and Restrictions for Georgetown, as amended, dated June 7, 1974, recorded in Record Book 106-E, Page 521, aforesaid records, as the same may from time to time be amended.

Section 2. "Supplementary Declaration" shall mean the covenants, conditions, restrictions and all other provisions herein set forth in this entire Document, as the same may from time to time be amended.

Section 3. "Association" shall mean and refer to Georgetown Community Services Association, Inc., its successors and assigns.

Section 4. "Parcel Developer" shall mean and refer to SANWOOD DEVELOPMENT, COMPANY, INC., A Georgia Corporation, and its assigns, together with any successor to all or substantially all of its business of developing the Property described in Exhibit "A".

Section 5. "General Plan of Development" shall mean that land use plan, including any amendments, additions or alterations thereto made by Georgetown Associates and approved from time to time by the Metropolitan Planning Commission of Chatham County, Georgia, the Chatham County Commissioners and/or such other appropriate federal, state and local public agencies, which shall represent the total general scheme and uses of land in Georgetown, including types, general location and number of dwelling units, Common Areas, commercial, industrial, recreational, health, educational, religious, public and related areas and any all such other uses as Georgetown Associates may determine.

Section 6. "The Parcel" referred to herein shall mean and refer to the real property described on Exhibit "A" which has hereby become subject to this Supplementary Declaration, together with such other real property as may from time to time be annexed to said property under the provisions of Article II hereof.

Section 7. "Common Area" shall mean the General Common Area together with all Parcel Common Areas as herein defined.

(a) "General Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of Georgetown and improvements thereto which are intended to be dedicated to the common use and enjoyment of the Members, excluding therefrom any area of land together with improvements thereon which comprises "Parcel Common Area".

(b) "Parcel Common Area" shall mean and refer to any area of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements which have been so designed by a Supplementary Declaration and which is intended to be dedicated to the common use and enjoyment of those Owners and Members who shall be responsible for payment of Parcel Assessment for such Parcel Common Area.

Section 8. "Living Unit" shall mean any structure or portion thereof situated within Georgetown, designed and intended for use and occupancy as a residence by a single housekeeping unit.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Georgetown with the exception of the Common Areas as heretofore defined. The term shall also include a condominium, townhouse or other owned Living Unit where such may occur, as well as any parcel of residential or non-residential property in excess of one acre which would not otherwise be treated as a Lot hereunder and which has been conveyed to a single purchaser entity.

Section 10. "Multi-family Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when each of such Living Units is situated upon its own individual Lot as defined herein.

Section 11. "Assessable Living Unit" shall mean and refer to, a) each Lot which has been fully developed and upon which is situated a single Living Unit; b) each Living Unit which has been subjected to the Georgia Condominium Act; or c) each Living Unit in a Multi-family Structure at such time as such a Living Unit has been initially occupied; provided however, that at such time as seventy-five percent of all Living Units projected to be in a Multi-family Structure or Structures which are situated upon a single Parcel have been initially occupied, then every such Living Unit shall be construed to be an Assessable Living Unit.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including Participating Builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Occupant" shall mean and refer to the occupant of a Living Unit or non-residential space who shall be either the Owner or a leasee who holds a written lease.

Section 14. "Member" shall mean and refer to members of the Association and shall include any Owner, any Occupant and the Developer.

Section 15. "Parcel" shall mean and refer to 1) all platted subdivisions of one or more Lots which are subject to the same Declaration; and 2) all other subdivisions of the Properties which are subject to the same Declaration.

Section 16. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of the Association as the same may be from time to time amended.

Section 17. "Assessable Land Unit" shall mean and refer to each Undeveloped Lot that has been subjected to this Declaration and so recorded together with an appropriate legal description in the land records of Chatham County, Georgia.

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Section 18. "Undeveloped Lot" shall mean and refer to each Lot until that time a Living Unit situated upon such Lot is substantially complete in accordance with the meanings of "substantially complete" as defined by the American Institute of Architects or an equivalent authority.

Section 19. "Federal Mortgage Agencies" shall mean and refer to the Federal Housing Administration, the Veterans Administration, the Federal Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests. Wherever in the Founding Documents approval of the Federal Mortgage Agencies is stipulated, approval shall also include any written waiver of approval rights or a letter of "no objection" issued by any of the Federal Mortgage Agencies.

Section 20. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, the Declaration, this and other Supplementary Declarations, and the Association Bylaws, as initially draw by the Developer of Georgetown and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 21. "Participating Builders" shall mean and refer to a corporation, partnership, single proprietaryship or other enterprise whose primary business is providing housing for the consumer market and who acquired a portion of the Properties for the purpose of constructing a Living Units.

Section 22. (a) "Quorum of the Members" shall mean the representation by presence or proxy of thirty percent of the total outstanding votes held by all Members.

(b) "Quorum of the Owners" shall mean the representation by presence or proxy of seventy-five percent of the total outstanding votes held by Class A Members who are entitled to vote on an issue, in addition to the representation of the Class C Member so long as he shall exist as such.

ARTICLE II

COMMON AREA

Section 1. Obligation of the Association. The

Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Architectural Review Board.

Section 2. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the General Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the General Common Area. Any right and easement of enjoyment in and to any parcel of the Properties which is subject to a parcel assessment shall be limited to those Owners who shall be responsible for the payment of such parcel assessment.

Section 3. Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the right of a Member to sue the recreational facilities for any period during which any assessment against his assessable Living Unit or Assessable Land Unit remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or anyone in his household to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration of the Book of Resolutions;

(c) the right of the Association to encumber any or all of the Common Area as may be authorized herein, or in any Supplementary Declaration, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia Law, subject to the assent of seventy-five percent of a Quorum of the Owners, together with the consent of the Class C Member.

746 (d) the right of the Association to restrict the use of facilities within a parcel to Owners who are subject to a parcel assessment for that parcel and to Members who are Occupants of that Parcel.

(e) the right of the Association to dedicate or transfer all or any part of the Common Area owned by it to any public agency, authority or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, the Declaration, any Supplementary Declaration or by Georgia law, subject to the assent of seventy-five percent of a Quorum of the Owners, together with the consent of the Class C Member.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his family and to his guests, subject to such general regulations as may be established from time to time by the Association and included within the Book of Resolutions.

Section 5. Title to Common Area. Title to the Common Area shall be conveyed by Georgetown Associates as follows:

(a) other recreational facilities located on portions of the General Common Area shall be conveyed by Georgetown Associates to the Association free and clear of all liens and financial encumbrances as shall be provided in Supplementary Declarations relating to such future facilities and subject to the approval of the Federal Mortgage Agencies:

(b) The General Common Area not containing recreational facilities shall be conveyed by Georgetown Associates or by a Parcel Developer to the Association, free and clear of all liens and financial encumbrances at such time as the Developer shall have completed improvements thereon.

(c) Limited Common Areas, as to a specific Parcel shall be conveyed by the Parcel Developer to the Association, free and clear of all liens and financial encumbrances prior to the conveyance of a Lot within the Parcel to an Owner who is not the Parcel Developer or a Participating Builder.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Georgetown Associates hereby covenants, and each owner of any assessable living unit or assessable land unit or units by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments and charges established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereof and costs of collection thereof as hereinafter provided, 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 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.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the General Common Area and facilities located thereon.

(b) Basis for Assessment. The annual General Assessment rate shall be the same for all Assessable Living Units; provided however, that with the exception of Living Units within a Multi-Family Structure, the Parcel Developer or Participating Builders shall be subject to an assessment in an amount equal to twenty-five percent of the assessment levied upon all other Owners of Assessable Living Units; provided further, that notwithstanding who shall be the Owner of a Living Unit, all Living Units which shall become initially occupied shall be subject to the full assessment as provided for herein. As to

Undeveloped Lots, each shall constitute an Assessable Land Unit which shall be subject to an amount equal to ten percent of the assessment levied upon Assessable Living Units which are subject to full assessments.

(c) Maximum Annual Assessment.

(1) Until January 1, 1984, the maximum annual general assessment shall be \$184.80.

(2) From and after January 1, 1984, the Board of Directors may increase the maximum annual general assessment rate by a factor of not more than five (5) percent of the maximum from the current fiscal year, or the rate of increase in the Consumer Price Index for the preceding 12 months as published by the U. S. Labor Department for the Savannah, Georgia area, whichever is greater but in no event to exceed ten (10%) per unit. The increase shall become effective the first day of the next fiscal year.

(3) From and after January 1, 1984, the maximum annual general assessment may be increased above the amount that can be set by the Board by an affirmative vote of two-thirds of the Class A and two thirds of the Class C Members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. Each year the Board of Directors shall fix the annual general assessment upon the basis provided above and at an amount not in excess of the current maximum. Subject to the foregoing limitations, the annual general assessment shall be set by the Board at an amount sufficient to meet the obligations imposed by the Declaration. The Board shall set the date or dates such assessment shall become due.

Section 3. Parcel Assessment. Parcel Assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the give Parcel. The assessment shall be levied by the Association against Assessable living Units and Assessable Land Units in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and

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collected disbursed by the Association. Upon recommendation of the Parcel Committee, the Board of Directors shall fix the annual parcel assessment for each Parcel, and the date of dates such assessments become due.

Section 4. Special Assessment for Capital Improvement in General Common Area. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for an expenditure applicable to that year and payable over not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the general common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each of the Class A and Class C Members who are voting in person or by proxy at a meeting duly called for this purpose. The basis for such assessment shall be as provided in Section 2(b) of this Article.

Section 5. Special Parcel Assessment for Capital Improvement in Parcel Common Areas. In addition to the annual assessments authorized above, the Assessable living units and assessable land units or the Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members subject to the Parcel assessment in such Parcel and which are cast on the question. The basis for such assessment shall be as provided in Section 2(b) of this Article.

Section 6. Notice and Quorum for any Action Authorized Under Section 2, pars. (c) and (d) Sections 3, 4, and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 2, paragraphs (c) and (d) and Sections 3, 4, or 5 of this Article, shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At

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the first such meeting called, the presence of Owners or of proxies entitled to vote on the subject shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.

The first annual assessment provided for herein shall commence as to all Lots within a Parcel on the first day of the month following the conveyance of the Common Area contained within that Parcel; provided however, that if there is no Common Area within a specific Parcel then the first annual assessments as to all Lots within that Parcel shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Parcel.

Section 8. Effect of Non-Payment of Assessments.

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the property. If the Association has provided for collection of assessments in installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable living unit or assessable land unit.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed to Secure Debt. Sale or transfer of any Assessable living Unit or Assessable Living

Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable living unit or Assessable Living Unit pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such Assessable living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration and this Supplementary Declaration shall be exempted from the assessments, charges and liens created herein; 1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; 2) all Common Areas; 3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE IV

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on the property described in Exhibit "A" shall be used exclusively for the purpose of:

(a) Improvement, maintenance and operation of Parcel Common Area and exterior maintenance in accordance with the provisions of this Declaration and of the Declaration of Covenants and Restrictions for Georgetown, as amended and used by the residents of the Parcel;

(b) Purchasing group services, including but not limited to street lighting, grass cutting and administration.

(c) Providing exterior maintenance upon each lot which is subject to Parcel assessment hereunder, as follows: paint, repair, replacement and care of roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and

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other exterior improvements, including areas of lot or lots owned by each owner. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair on a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Parcel assessment to which such lot is subject.

Section 2. Method of assessment. The assessment shall be levied by the Association against each lot in the Parcel, and collected and disbursed by the Georgetown Community Services Association. Upon recommendation of the Parcel Committee and by a majority vote of the directors, the Board of Directors of the Georgetown Community Services Association shall fix the annual parcel assessment and date or dates such assessment becomes due, all of which is more specifically provided in the Declaration of Covenants and Restrictions for Georgetown.

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 V of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the year following commencement of the Parcel Assessment for Lott's Landing, the maximum annual Parcel Assessment shall be Two Hundred Eighty-Two Dollars and Forty-Eight Cents (\$282.48), payable in equal monthly installments of \$23.54 each.

Section 4. Parcel Committees. The Board of Directors of the Georgetown Community Services Association shall, by appropriate resolution appoint such committees among the residents of the Parcel as it shall deem appropriate for the proper administration of the Parcel, including but not limited to a committee to make recommendations with reference to the Annual Parcel Assessment.

Section 1. General. It is to the interest, benefit and advantage of Sanwood Development Company, Inc., and to each and every person who shall hereafter purchase any lot in Lott's Landings 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 Lott's Landings. All lots in said Parcel 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. All lots contemplated in the Parcel shall be, and the same hereby are, restricted exclusively to residential use. No structure of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn or other outbuilding shall be allowed on any portion of the Parcel at any time either temporarily or permanently.

Section 4. Freehold Estate. Each lot shall be conveyed as a separately designated and legally described fee simply estate subject to the terms, conditions and provisions hereof and of the By-Laws of the Georgetown Community Services Association.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Residences on said lots to maintain during the period of construction and sale of said Residences, upon such portion of the property as the builder may deem necessary, such facilities as in the sole opinion of the

builder may be reasonably required, convenient or incidental to the construction or sale of said Residences including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Residences, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Residence or any resident thereof.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the property which may endanger the health of or unreasonable disturb the Owner of any Residence or any resident thereof. No business activities of any kind whatever shall be conducted in any Building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the builder, his agents or assigns during the construction and sale period.

Section 8. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio area.

Section 9. Patios and Common Area. Except in the individual patios which are a part of the individual Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction

of the buildings located thereon or as approved by the Board of Directors or their designated representatives. In addition to the right of ingress and egress, the Owners of Residences shall enjoy such uses of all said property outside their respective Residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Parcel and is necessary for the protection of said Owners.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property in the Parcel or upon any structure situated upon the Parcel.

Section 11. Leasing of Residences. Entire residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

Section 12. Utility Easements. There is hereby created a blanket easement upon, across, over through, and under the Parcel for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarants, the Association or the providing equipment on said Parcel, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all lots and the roofs and exterior walls of all residences and building, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical

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lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Parcel except as programmed and approved by the Declarants prior to the conveyance of the first lot to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Parcel which may be created by a separately recorded instrument or subdivision of other plat.

ARTICLE VI

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Parcel and the General Common Area, as described in the Declaration, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the General Common Area;

(b) the right of the Association to suspend reasonable admission and other fees for the use of any recreational facility by an owner as provided in the Declaration.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants, who reside on the property.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Parcel and placed on the dividing line between the Lots shall constitute a party wall. And, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty,

WLS

any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

Section 6. Encroachments. The common area, the individual lots and the residences built thereon shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the builder. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

ARTICLE VIII

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced erected or maintained upon the Parcel, nor shall any exterior addition or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding

structures and topography by the Architectural Review Board as established by the aforementioned Declaration of Covenants and Restrictions for Georgetown. In the event said Board fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE IX

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by an Owner; provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Review Board shall adopt general rules to implement the purposes set forth in Article, IX Section 2 hereof and interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Parcel. All general rules may be amended by a two-thirds vote of the Architectural Review Board. All general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions.

(d) Exceptions. The Architectural Review Board may issue variances from any covenant or requirement expressed or implied by this article or set forth in any restrictive covenants

promulgated pursuant to the Declaration or this Supplementary Declaration, provided the Board acts in accordance with adopted guidelines and procedures - and submits the variance to the Board of Directors of the Association for final approval upon its determination that such variance does not materially prejudice the interests of any other Owner.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in this Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Parcel shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the Bylaws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot including but not limited to the seeding, watering, mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. All costs related to such correction, repair or restoration shall become a special maintenance assessment upon such lot.

Section 3. Parcel Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot in a Parcel, the Parcel Developer reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to

cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Parcel Developer shall restore the affected property to its original condition as near as practicable. The Parcel Developer shall give reasonable notice of intent to take such action to all affected Owner, unless in the opinion of the Parcel Developer an emergency exists which precludes such notice.

ARTICLE X

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Parcel and the General Common Area, as described in the Declaration which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the General Common Area;

(b) the right of the Association to suspend reasonable admission and other fees for the use of any recreational facility by an owner as provided in the Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants, who reside on the property.

ARTICLE XI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Administration of the Parcel shall be vested in the Georgetown Community Services Association, Inc. as provided in the Declaration. Every person who is the record Owner of a fee or undivided fee interest in any Residence which is subject by covenants of record to Assessment by the Association shall be a member of the Association. Included as a member of the Association is the builder so long as it is a record Owner as herein provided. The foregoing is not intended to include persons who hold an interest merely as security for

the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for membership in the Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association, together with his undivided interest in the fund and assets of the Association, shall automatically cease.

Section 2. Classes. The Association shall have classes of membership as provided in the Declaration. Owners of lots in Lott's Landing shall be Class A members.

Section 3. Application of Declaration, By-Laws and Association Rules. All present and future owners, tenants and occupants of each lot shall be subject to and shall comply with the provisions of this Declaration, Supplementary Declaration, the Declaration of Covenants and Restrictions for Georgetown, the By-Laws and Rules and Regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such lot, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both or other appropriate relief maintained by the Board of Directors on behalf of the Association or in a proper case, an aggrieved owner himself.

Section 4. Class of Membership. The Association shall have four classes of voting membership as provided in the Declaration.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 Declaration, Supplementary Declaration and of the Declaration of Covenants and Restrictions for Georgetown. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this 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 year term or any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five percent of the Owners. A termination must be recorded. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, as defined in the Declaration, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Inspection of Books and Records. Any first mortgage or any owner shall have the right to examine the books and records of the Association within normal business hours.

IN WITNESS WHEREOF, the Declarants, Georgetown Associates and SANWOOD DEVELOPMENT COMPANY, INC., have caused these presents to be duly executed by its authorized officers and its corporate seal affixed thereon, this 3rd day of May, 1983.

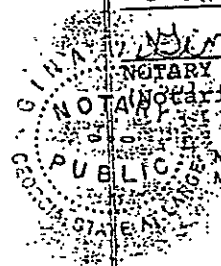
SANWOOD DEVELOPMENT CO. INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]



GINA WILSON
Notary Public, Georgia, State at Large
My Commission Expires Nov. 7, 1986

GEORGETOWN ASSOCIATES

By: [Signature]
General Partner

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]



GINA A. REED
Notary Public, Chatham County, Ga.
My Commission Expires May 11, 1985