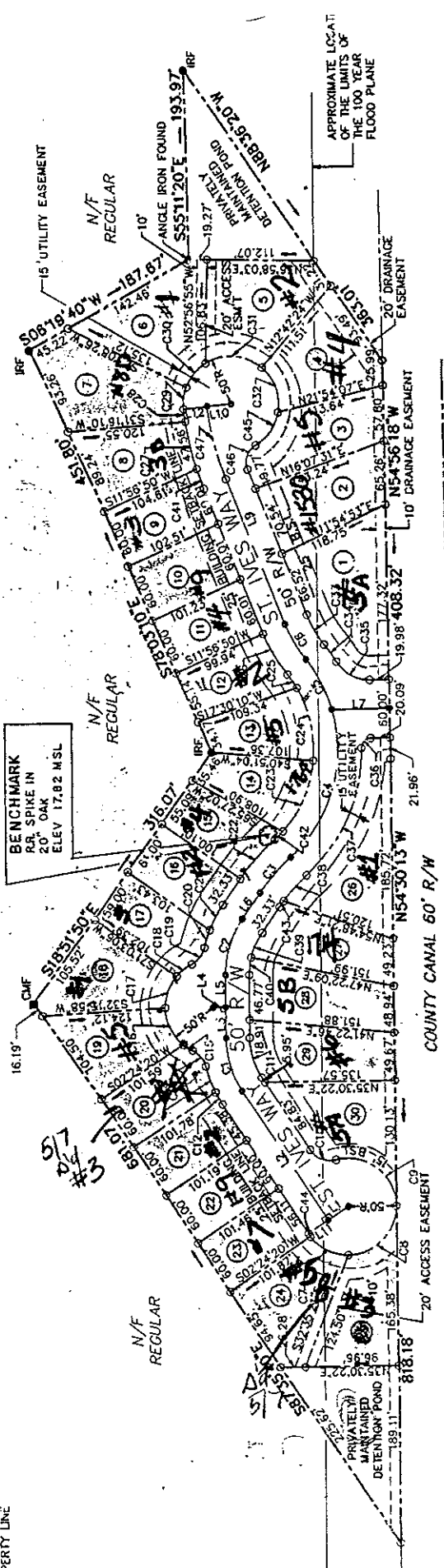


IRRELEVANT MONUMENT FOUND  
 DRAINAGE SEBACK LINE  
 DRAINAGE AND UTILITY EASEMENT  
 PROPERTY LINE

C43	50.00	41.58	3.1073327	4.078924
C46	20.00	22.87	0.0000000	0.0000000
C47	265.29	26.63	1.6730000	16.730000
		71.59	0.0000000	0.000000
		38.22	0.0000000	0.000000



KINGS COLONY  
 KNIGHTS BRIDGE  
 SUBDIVISION

ENGINEERING  
 May 31, 1994

DEPARTMENT OF PUBLIC  
 WORKS AND SANITATION  
 Apr 28, 1994

**GENERAL NOTES:**

1. THIS SUBDIVISION CONTAINS 7.47 ACRES DIVIDED INTO 30 LOTS.
2. LOTS TO BE SERVED BY CITY OF SAVANNAH WATER AND SEWER.
3. A PORTION OF THIS SUBDIVISION IS LOCATED IN ZONE AE, A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD, COMMUNITY DEVELOPMENT ADMINISTRATION, MAP NO. 130030, PANEL NO. 75-C, MAP DATED MAY 19, 1987, BASE ELEV. 12.0 M.S.L.
4. STREETS IN THIS SUBDIVISION SHALL BE PAVED BY THE DEVELOPER AS REQUIRED BY CHATHAM COUNTY AND SHALL HAVE CONCRETE CURBS AND GUTTERS.

**SPECIAL NOTE:**

I HEREBY CERTIFY THAT THE LOCATIONS AND CONTENTS OF ALL LANDFILL SITES OF THIS PROPERTY ARE AS SHOWN ON THIS PLAT AS PER THE ENVIRONMENTAL SITE ASSESSMENT PERFORMED ON THIS PROPERTY AND ON FILE WITH THE COUNTY ENGINEERS OFFICE.

CLIFTON L. KENNEDY, PE  
 GA. P.E. NO. 16659

Minimum Lot Sq. Ft. 6000 #  
 Minimum House Sq. Ft. 1350 #  
 Front Set Backs 25'  
 Rear Set Backs 25'  
 Side Set Backs 5'  
 Side Street Set Backs 25'  
 Other: \_\_\_\_\_

AREA: 325,671.01 S.F. (7.47 ACRES)  
 E.O.C. FIELD: 1/45.104  
 E.O.C. PER POINT: 000002  
 INSPECTION: 1/422233  
 E.O.C. PLAT: SOKKIA SET 4-A  
 EQUIPMENT USED:

PRINTED JUL 1  
 I HEREBY CERTIFY THAT  
 THIS IS A CORRECT  
 LAND PLAT  
 IN CONFORMITY  
 WITH THE STANDARDS AND  
 PRACTICES OF THE  
 PROFESSIONAL ENGINEERS  
 AND SURVEYORS ACT  
 OF 1978 AND  
 THE RECORDING ACT  
 OF 1978.

TERRY MACK  
 CA. REG. U.S.  
 100

STATE OF GEORGIA  
COUNTY OF CHATHAM

To Amend Restrictions recorded  
at 170-K, folio 551.

DEP  
DORIS STEPHENS  
CLERK, S.C.C.C. GA.

95 JAN 23 PH 2:25

FILED FOR RECORD  
REC. BK  
PG

171A  
655

AMENDED SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR GEORGETOWN  
SAINT IVES SUBDIVISION  
CHATHAM COUNTY, GEORGIA

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, made and published this 20th day of January, 1995, by SAINT IVES DEVELOPMENT COMPANY, INC., of Chatham County, Georgia.

W I T N E S S E T H

WHEREAS, said Saint Ives Development Company, Inc., is the owner of the subdivision known as SAINT IVES SUBDIVISION, and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Chatham County, Georgia, and being more particularly described and shown on the map of said subdivision prepared by Terry Mack Coleman, Georgia Registered Land Surveyor Number 2486, dated June 10, 1994, and being recorded in Plat Book 14-S, Folio 24, in the Office of the Clerk of Superior Court of Chatham County, Georgia on the 8th day of July, 1994; and

WHEREAS, it is to the interest, benefit and advantage of Saint Ives Development Company, Inc. and to each and every person who shall hereinafter purchase any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of said lots be established, set up, set forth and declared to be covenants running with the land; and

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

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Saint Ives Development Company, Inc., Saint Ives Development Company, Inc. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, now or in the future. These protective covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under Saint Ives Development Company, Inc. until August 5, 2014, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided. Developer further declares that the said Subdivision, together with such additions as may hereinafter be made thereto, 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, and recorded in the Office of the Clerk of 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 DECLARATIONS**

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 that Subdivision map. Said property shall be known as "Saint Ives Subdivision" (sometimes designated "Parcel").

2. **ADDITIONS TO EXISTING PROPERTY.** Subject to the approval of Georgetown Community Services Association, Inc., 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. Such added property would derive from adjoining acreage.

**ARTICLE II. PARCEL ASSESSMENTS**

1. **PURPOSE OF ASSESSMENTS.** Parcel Assessments on Saint Ives 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 the 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 lagoon maintenance, common area maintenance, grass cutting and administration.

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.

3. **LAGOON MAINTENANCE ASSESSMENT.** There shall be levied an additional assessment specifically known as the "lagoon maintenance assessment" to be used to maintain the ponds and/or lagoons owned by the Association in Saint Ives Subdivision. Said assessment shall be Five Dollars (\$5.00) per month per parcel at the time of the recording of these Supplemental Restrictive Covenants. Said assessment may be increased annually by the Association's Board of Directors, by a factor of not more than Five Percent (5%) or the rate of increase in the Consumer Price Index for the preceding twelve (12) months as published by the United States Labor Department for the Savannah, Georgia area, whichever is greater.

### ARTICLE III. PROTECTIVE COVENANTS

1. **LAND USE AND BUILDING TYPE.** No lot in said subdivision shall be used for any other purpose except residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached-single family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing location of the structure on the lot have been approved by the architectural control committee as to 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 nearer to any street than the minimum building setback line unless similarly approved. 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, 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.

3. **DWELLING, COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$65,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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 a minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1350 square feet.

4. **BUILDING LOCATIONS.** No dwelling shall be erected or placed on any lot having an area of less than six thousand (6,000) square feet. 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 plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than five (5) feet or more to any interior lot line. No dwelling shall be located on an interior lot nearer than twenty-

five (25) feet to the rear lot line. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that no eaves, steps, open porches or portion of any building shall be constructed to permit an encroachment upon another lot (include any exemption by lot number and permitted minimum).

5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed or diverted from drainage or utility easements as designated above or on the plat.

6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURE.** No structure of a temporary character, trailer, basement, tent shack, garage, barn or other buildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

9. **OIL AND MINING OPERATION.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or on any lot, nor shall oil wells, tank tunnels, mineral excavations or shafts be permitted upon any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. **LIVE STOCK 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 purpose.

11. **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 on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained

from such authority.

13. **ERECTION OF FENCES.** No fence, wall, hedge or shrub planting shall be allowed to extend in front of the center line of the main body of any house, said center line to be located at a point midway between the front and rear of the main body of all houses. No fence shall be erected with a height from the ground greater than eight (8) feet or less than four (4) feet. No chain link fences shall be allowed.

14. **PARKING OF COMMERCIAL VEHICLES.** No commercial vehicles such as trucks, trailers, tractors, etc. will be allowed to remain on the street or in any driveway over night. No camping trailer will be parked on any lot so as to be visible from the street.

15. **LENGTH OF HOME CONSTRUCTION.** When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, not to exceed one (1) year from the 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 this Supplemental Declaration and the General Declaration.

16. **CONDUCTING OF BUSINESS ON PROPERTIES.** No business of any kind whatsoever shall be conducted on the properties. This prohibition includes single-person businesses which are normally permitted under the Chatham County zoning laws in areas zoned exclusively for family residential purposes.

#### ARTICLE IV. CONVEYANCE OF COMMON PROPERTY

The Developer shall convey to the Association, free and clear of all liens and financial encumbrances, any portion of the Subdivision shown on the most recent subdivision map recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as being dedicated to the common use and enjoyment of those property owners and members of the Association who shall be responsible for the payment of assessments for such common areas. Such conveyance shall not take place until the Subdivision has been fully developed, with home construction completed, and the Association has made a physical inspection of said common areas and provided the Developer with a written determination that such common areas are in good order, free of debris and free from defects resulting from poor workmanship and/or defective materials. Until such a written determination is made, the Association shall not have any obligation to maintain such areas.

#### ARTICLE V. GENERAL PROVISIONS

1. **TERMS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for

a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless any instrument signed by a majority of the owners of the lots has been recorded, agreeing to amend said covenants in whole or in part.

2. **ENFORCEMENT.** 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, the Architectural Review Board and the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and to summarily 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, the Architectural Review Board, or the Association shall not thereby be deemed guilty of trespass for such entry, abatement, or removal, nor shall the Declarant, the Architectural Review Board or the Association be liable for any damages occasioned thereby. The result of every act or omission constituting a violation of any covenant, restriction, reservation servitude and easement hereof, whether such covenant, restriction, 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 such violation may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive. Any violation shall not result in forfeiture or reversion of title.

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

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

3. **AMENDMENT.** This Supplementary Declaration may be amended at any time by an instrument signed by the Developer, as long as it owns any lot or common area within the subdivision, and by not less than seventy-five per cent (75%) of the lot Owners. Any Amendment must be recorded.

4. **SEVERABILITY.** Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Saint Ives Development Company, Inc. has caused these Restrictive Covenants to be executed in a manner prescribed by law on the day and year first written above.

SAINT IVES DEVELOPMENT COMPANY, INC.

*Steven R. Hall*

Steven R. Hall, President

(seal)

*Gregory M. Hall*

Gregory M. Hall, Secretary

*Michael Spurgeon*  
Witness

*Stephan Hall, Amy M. Hall*  
Hallmark Home Inc

*Judith L. Ferrell*  
Notary Public, Chatham County,  
Georgia. My ~~COMMISSION EXPIRES~~  
expires ~~Notary Public, Chatham County, Ga.~~  
My Commission Expires Dec. 19, 1995

*Olufunke A. Bowen*  
Olufunke A. Bowen, Homeowner Lot 6  
St. Ives Subdivision, Chatham County GA.