

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR GEORGETOWN  
SUGAR MILL SUBDIVISION PHASE II

395

THIS DECLARATION, made this 8th day of July, 1992, by GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, and GEORGIAN WALK DEVELOPMENT GROUP, INC., hereinafter collectively referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Georgian Walk Development Group, Inc. is the owner of that certain parcel of real property located in Chatham County, Georgia, known as SUGAR MILL SUBDIVISION PHASE II, a map or plat of which is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 12-S, Page 71, to which map reference is made for a more detailed description of said property; and

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

NOW, THEREFORE, Developer hereby declares that the said Subdivision, together with such additions as may hereafter be made thereto as provided in Article I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEORGETOWN" (Declaration) as amended, dated June 7, 1974, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Record Book 06-E, Page 521, and subject to the covenants, restrictions, easements, charges and liens set forth hereafter in this Supplementary Declaration.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration is located in Georgetown, Chatham County, Georgia, and is more particularly described on said subdivision map. Said property shall be known as SUGAR MILL SUBDIVISION PHASE II (sometimes designated "Parcel").

RECEIVED FOR RECORD  
792 OCT 13 PM 12:05  
DORIS S. COOPER  
CLERK, SUPERIOR COURT  
CHATHAM CO., GA.

Recorded in Record Book 156-74, Page 395  
On the 7 Day of July 1992  
CLERK Superior Court Chatham Co., GA.

Section 2. Additions to Existing Property. Subject to the conditions set forth in Article II of the Declaration of Covenants and Restrictions for Georgetown, as amended, dated June 7, 1974, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-E, Folio 521, and further subject to the approval of the Association, added property may become subject to this Supplementary Declaration by the Developer's filing of record this Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on SUGAR MILL SUBDIVISION PHASE II shall be used exclusively for the purpose of:

(a) Improvement, maintenance and operation of property owned by the Association, or by the Developer prior to conveyance to the Association in accordance with the provisions of the Declaration of Covenants and Restrictions for Georgetown, and used by the residents of the Parcel;

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

Section 2. Method of Assessment. The assessment shall be levied by the Association against the Lots in the Parcel, and collected and disbursed by the Association. By a majority vote of the directors, the Board shall fix the annual parcel assessment and date or dates such assessment becomes due.

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 IV of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the year following commencement of the Parcel Assessment for SUGAR MILL SUBDIVISION PHASE II the maximum Parcel Assessment for Parcel shall be \$\_\_\_\_\_.

PROTECTIVE COVENANTS

397

Section 1. General. It is to the interest, benefit and advantage of Georgetown Associates and to each and every person who shall hereafter purchase any lot in SUGAR MILL SUBDIVISION PHASE II 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 protective covenants set forth below are hereby established, promulgated and declared to be the Protective Covenants for SUGAR MILL SUBDIVISION PHASE II. All lots in said subdivision shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars.

Section 4. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Georgetown Architectural Review Board as to quality of design, construction and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval procedure shall be as provided in Section 16 of this Article.

Section 5. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot if cost of construction is less than

\$30,000.00 based upon cost levels prevailing on the date these covenants are recorded and adjusted from time to time to reflect any increase in the cost of living as promulgated by the U. S. Commerce Department, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor living area of a single story dwelling located on any lot in the subdivision (except as provided hereinafter) shall not be less than 900 square feet, unless said dwelling shall not have a closed parking garage or unenclosed carport, in which case the said minimum ground floor living area shall not be less than 1,000 square feet. In case of a two story or a one and one-half story dwelling located on any lot, the ground floor living area shall not be less than 600 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 the parking space with a street and permitting ingress and egress of an automobile.

Section 6. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line unless express permission has been given in writing by the Architectural Review Board, in which case the minimum side yard may be reduced in exceptional circumstances; except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No

dwelling shall be located on any interior lot nearer than 20 <sup>300</sup> feet to the rear lot line; 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 setback, but not nearer than 10 feet from the rear lot line of any lot. Detached garages not more than one store in height may be erected and maintained within the rear setback, but not nearer than 10 feet from the rear line of any lot. No improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves, steps or uncovered patios shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 7. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.

Section 8. Easements. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

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

No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected, or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to the Developer, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

110) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designed above or on the recorded plat.

Section 9. Nuisances. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Recreational Vehicles and Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanent. No recreational vehicle, boat, trailer, camper, mobile home or bus shall be located on any lot overnight.

Section 11. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 13. Garbage and Refuse Disposal. No log shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

Section 14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area

formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 16. Architectural Review Board. All lots within the subdivision shall be subject to the jurisdiction and authority of the Architectural Review Board as established in the Declaration of Covenants and Restrictions for Georgetown. Said Board, including the membership thereof, shall be established in accordance with the provisions of said Declaration.

Any approval or disapproval of the Board required by these covenants shall be in writing. In the event the Board fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it under Section 4 of this Article, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty year term or of any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75%) per cent of the Owners and by the Developer, as long as it owns any lot or



402  
Common area within the subdivision. A termination must be recorded.

Section 2. Amendment. This 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 (75%) per cent of the lot owners. Any amendment must be recorded.

Section 3. Enforcement. The Association, any owner, or the Developer 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 Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Georgian Walk Development Group, Inc. and Georgetown Associates, a Georgia limited partnership, have caused these presents to be duly executed as of the day and year first above written.

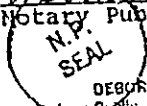
GEORGIAN WALK DEVELOPMENT  
GROUP, INC.

By: [Signature] VP

Attest: [Signature] AS

Signed, sealed and delivered in the presence of

[Signature]  
Witness  
[Signature]  
Notary Public



DEBORAH L. SMOAK  
Notary Public, Ellingham County, Ga.  
My Commission Expires Apr. 13, 1996

