

All streets, right-of-way easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

(Owner or Attorney as Agent)

GENERAL NOTES:

- All lots to have a minimum building setback line as indicated.
- Lot area shall be as shown.
- Finished floor elevations shall be based on mean sea level datum.
- Finished floor elevation of all structures shall meet or exceed the minimum elevation shown for each lot, indicated by F.F. in order to comply with Federal and County Flood Regulations, as required by Chatham County and shall have concrete curbs and gutters.
- Sanitary sewer and water to be connected to existing City of Savannah system.
- Drainage structures, sewer, telephone, gas and water lines to be placed as shown.
- All interior lot corners are to be marked by iron pins.
- Street markers to be placed at all street intersections.
- All easements shown are intended to be used for the installation of utilities by Chatham County, Savannah Electric & Power Co., Southern Bell, Savannah Gas Co., City of Savannah and Cablevision of Savannah.
- Based on an environmental site assessment conducted in accordance with the Georgia Environmental Quality Control Act, Chapter 103-10, Code of Official Code of the State of Georgia, effective May 18, 1987, this property does fall within a designated flood hazard area, Zone A1, (1.1) on the U.S. Army Corps of Engineers Flood Hazard Map of Georgia, Department of Natural Resources, Lot owners are subject to liability by law for disturbance to these protected areas without proper permit application and approval.
- In accordance with the acreage and ordinance of Chatham County, for recording of this subdivision plat, the initial annual assessment amount is \$ _____.
- The building permit applicant for all lots shall be required to install a sidewalk along Sugar Mill Drive and Rivermarsh Drive in accordance with the Chatham County Subdivision Regulations prior to the issuance of a certificate of occupancy.
- Building setbacks shall be as indicated on this plat.

PRELIMINARY

PHASE 5

SUGAR MILL

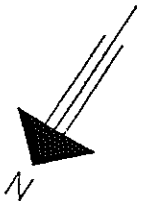
BEING A PORTION OF GEORGETOWN
CHATHAM COUNTY, GEORGIA

For

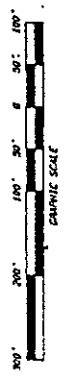
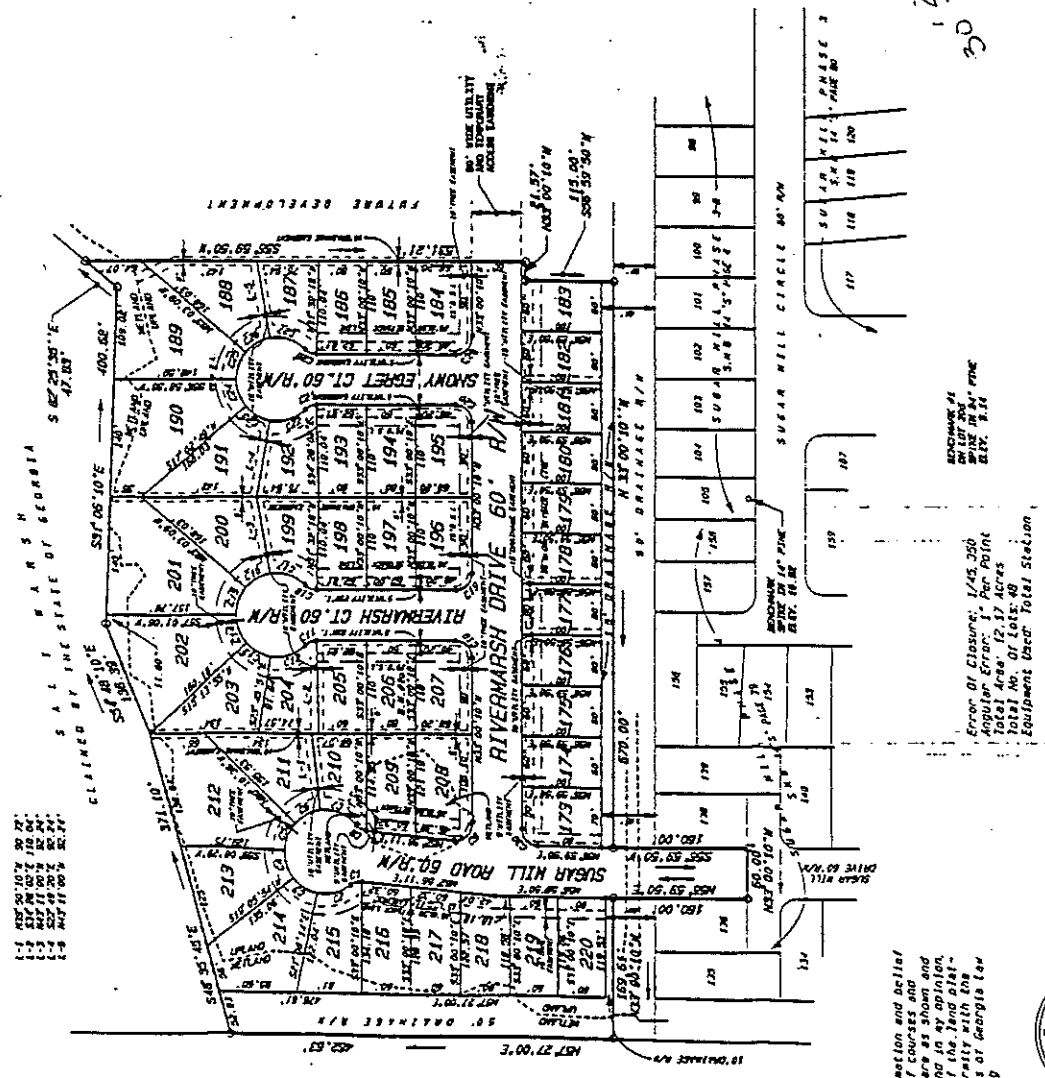
Georgetown Milk Developers
2 Karkners Way
Savannah, Georgia 31419

Scale: 1" = 100' S.M.B. Page _____

June 24, 1956

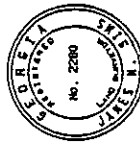


CURVE LENGTH	DELTA	ANGLE TANGENT CHORD	CH. ANG.
1.00	1.00	1.00	1.00
1.25	1.25	1.25	1.25
1.50	1.50	1.50	1.50
1.75	1.75	1.75	1.75
2.00	2.00	2.00	2.00
2.25	2.25	2.25	2.25
2.50	2.50	2.50	2.50
2.75	2.75	2.75	2.75
3.00	3.00	3.00	3.00
3.25	3.25	3.25	3.25
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3.75	3.75	3.75	3.75
4.00	4.00	4.00	4.00
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9.00	9.00	9.00	9.00
9.25	9.25	9.25	9.25
9.50	9.50	9.50	9.50
9.75	9.75	9.75	9.75
10.00	10.00	10.00	10.00



Error of Closing: 1/16" 250
 Angular Error: 1" Per Point
 Total Area: 12.17 Acres
 Total No. of Lots: 48
 Equipment Used: Total Station

In the best of my knowledge, information and belief all angles, bearings, measurements of courses and distances and monument locations are as shown and this is a correct representation of the land plat and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1918 and is suitable for recording.



JAMES M. SIMS
S.E. REG. 5-2280

HUSSEY, GAY, BELL & DEYOUNG
Consulting Engineers
Savannah, Georgia

FILED FOR RECORD
REC. BK. L80-N
PG. 480

Return to: William W. Shearouse, Jr.
Post Office Box 10105
Savannah, GA 31412-0305
(912) 233-2251

96 AUG 19 AM 11:29

B. J. Taylor
DEEDS
CLERK, S.C.C.C. GA.

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

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THIS DECLARATION, made this 20 day of June, 1996, by GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, and GEORGIAN WALK DEVELOPMENT GROUP, INC., hereinafter referred to as "Developer", and GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter referred to as "Original 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 V, 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 165 Page 18, 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";

WHEREAS, said Subdivision is situated within the boundaries of the master plan of Georgetown; and

WHEREAS, on June 7, 1974, a Declaration of Covenants and Restrictions for Georgetown was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-E, Folio 521 (hereinafter referred to as the "Declaration"); and

WHEREAS, in accordance with Article I, Section 3 and Article II, Section 2 of the Declaration, the Developer has the right to file a Supplementary Declaration which contains complimentary provisions applicable to the Subdivision.

NOW, THEREFORE, the Original Developer and the Developer hereby declare that the Lots shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and

585424A001 08/19/96TOTAL 30.00

subject to the covenants, restrictions, easements, charges, and liens set forth 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 V (sometimes designated "Parcel").

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 Georgetown Community Services Association (the "Association"), additional property may be subject to this Supplementary Declaration.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on SUGAR MILL SUBDIVISION, PHASE V, 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 Association's Board of 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 V, the maximum Parcel Assessment for Parcel shall be \$235.32.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Developer and Original Developer and to each and every person who shall hereafter purchase any lot in SUGAR MILL SUBDIVISION, PHASE V, 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 V. 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 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 such factors as quality of design, construction and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval procedure shall be as provided in Section 16 of this Article.

Section 5. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot if cost of construction is less than \$35,000.00 based upon cost levels prevailing on the date these covenants are recorded and adjusted from time to time to reflect any increase in the cost of living as promulgated by the U. S. Commerce Department, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor living area of a single story dwelling located on any lot in the subdivision (except as provided hereinafter) shall not be less than 1,150 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 800 square feet.

The ground floor living area shall not include carports, garages, porches, patios, exterior storage rooms or other unfinished areas. Each dwelling must have a double-car enclosed garage or a single-car enclosed garage with an additional adjacent parking pad for a second vehicle.

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 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be

located nearer to any interior lot line than 5 feet 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 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 story 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 6,000 square feet provided that the average lot maintains 7,000 square feet. The minimum width of any lot at the front setback line shall be as shown on said subdivision map.

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.

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 lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage 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, approval will not be required and the related covenants shall be deemed to have been fully complied with. In addition, 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 Superior Court of Chatham County, Georgia,

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or legal proceedings shall have been instituted to enable such compliance.

Section 17. Length of Home Construction. 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.

Section 18. Maintenance of Temporary and/or Accessory Structures. 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.

Section 19. Conducting of Business on Properties. No business of any kind whatsoever shall be carried on the properties. 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.

ARTICLE IV

CONVEYANCE OF COMMON AREAS

The Developer shall convey to the Association, free and clear of all liens and financial encumbrances, any portion of the Subdivision and Phase 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 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

DEVELOPMENT FEES

Developer shall pay the Association the sum of \$300.00 from the proceeds of each sale of a lot in the Subdivision and Phase to be used by the Association in meeting the recreational needs of the Georgetown Community. In the event the Developer defaults in the performance of this obligation, then the Association shall be entitled to pursue any and all remedies available under law or in equity. This provision shall apply to and be binding upon and enforceable against the Developer, as well as its assigns and any successor to all or substantially all of its business of developing the Subdivision and Phase.

ARTICLE VI

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

area within the subdivision. A termination must be
d.

Section 2. Amendment. This Declaration may be amended
time by an instrument signed by (1) the Developer as long as
s any lot or common area within the subdivision, (2) the
ation, and (3) by not less than 75% of the record owners of
the subdivision. The amendment must be recorded.

Section 3. Enforcement. The Association, any owner, or
veloper shall have the right to enforce, by any proceeding at
in equity, all restrictions, conditions, covenants,
ations, liens and charges now or hereafter imposed by the
ions of this Supplementary Declaration. Failure to enforce
venant or restriction herein contained shall in no event be
a waiver of the right to do so thereafter.

A breach or violation of any of the covenants,
ctions, reservations, servitudes and easements of the
mental Declaration and the General Declaration shall give to
clarant and to the ARB, and to the Association, jointly and
lly, the right to immediate entry upon the property upon
uch violation exists, and summarily to abate and remove, at
xpense of the owner thereof, any erection, structure,
ng, thing or condition that may be or exists thereon contrary
s Supplemental Declaration and to the General Declaration,
the true intent and meaning of the provisions hereof, and
clarant or the ARB or the Association shall not thereby be
l guilty of any manner of trespass for such entry, abatement,
oval, nor shall the Declarant or the ARB or the Association
ble for any damages occasioned thereby. The result of every
f omission or commission, or the violation of any covenant,
ction, reservation, servitude and easement hereof, whether
covenant, restriction, reservation servitude and easement is
ced in whole or in part, is hereby declared to be and to
stitute a nuisance, and every remedy allowed by law or equity
st a nuisance, either public or private, shall be applicable
st any such owner of any lot, and may be prohibited and