



Sugar Mill
Phase IV

Lots 107
111

Sugar Mill - PH IV

Minimum Lot Sq. Ft.	6000 *
Minimum House Sq. Ft.	1200
Front Set Backs	30'
Side Set Backs	20'
Depth Set Backs	5'
Depth of Street Set Backs	15'

* Provided that average
7000 sq. ft.

ED FOR RECORD
C. BK. 106-E
352

JUL 21 AM 10:31

Return to: William W. Shearouse, Jr.
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DEP
DORIS STEPHENS
CLERK, S.C.C.C.P.

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
SUGAR MILL SUBDIVISION PHASE IV

352

THIS DECLARATION, made this 15th day of July, 1994, 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 IV, 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 14-S, Page 27, 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

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 IV (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 IV, 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 IV, the maximum Parcel Assessment for Parcel shall be \$213.48.

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 IV, 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 IV. 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 1,200 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,

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

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 (1) the Developer as long as it owns any lot or common area within the subdivision, (2) the Association, and (3) by not less than 75% of the record owners of lots in the subdivision. The 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.

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements of the Supplemental Declaration and the General Declaration shall give to the Declarant and to the ARB, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exists thereon contrary to this Supplemental Declaration and to the General Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the ARB or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the ARB or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and

enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive. Any violation shall not result in a forfeiture or reversion of title.

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

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

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]

Attest: [Signature]

Signed, sealed and delivered in the presence of:

Witness: [Signature]
Notary Public
MARIE D. DUSCHNES
Notary Public, Chatham County, Ga.
My Commission Expires July 15, 1996

GEORGETOWN ASSOCIATES, A Georgia, Limited Partnership

By: [Signature]
General Partner

Signed, sealed and delivered in the presence of:

Witness: [Signature]
Notary Public
LESLIE W. KENNEDY
Notary Public, Chatham County, Ga.
My Commission Expires Apr. 11, 1997