



TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THE DISTANCES AND MONUMENT LOCATIONS ARE AS SHOWN AND HAVE BEEN CHECKED BY LAND SURVEY AND IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLAT-ED AND HAS BEEN PREPARED IN COMPLIANCE WITH THE PROVISIONS OF THE GEORGIA PLAT ACT OF 1978 AND IS SUITABLE FOR RECORDING.

*James H. Sims*  
 JAMES H. SIMS  
 C.E., REG. L.S. 2388



GRAND OF COURSE: 1/4 S 200  
 ANGLE: 131.10°  
 DISTANCE: 131.10'  
 EQUIPMENT: Total Station

HUSSEY, GAY, BILL & DEVOUNG  
 Consulting Engineers  
 SAVANNAH

CONTINGENT DISTANCE

1	131.10'
2	131.10'
3	131.10'
4	131.10'
5	131.10'
6	131.10'
7	131.10'
8	131.10'
9	131.10'
10	131.10'
11	131.10'
12	131.10'
13	131.10'
14	131.10'
15	131.10'
16	131.10'

1. All streets shall be paved with concrete.
2. All corners shall be indicated by concrete monuments.
3. All lot lines shall be indicated by concrete monuments.
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18. All lot lines shall be indicated by concrete monuments.
19. All lot lines shall be indicated by concrete monuments.

# THE ABBEY

BEING A PORTION OF LOTS OF  
 GEORGETOWN ASSOCIATES, SIXTH D.M.  
 DISTRICT, CHATHAM COUNTY, GEORGIA

F.O.R.  
 Savannah Land Company  
 329 Commercial Drive  
 Savannah, Georgia 31405

Approved by Chatham County Engineer *January 7, 1994*  
*James H. Sims*  
 Approved for Chatham County Health Department-Environmental Health Division  
*James H. Sims*  
 Approved by Metropolitan Planning Commission *June 10, 1993*  
*James H. Sims*  
 Approved in open court this 7<sup>th</sup> day of *January* 1994  
*James H. Sims*  
 City of Savannah

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

RECEIVED FOR RECORD  
1993 JAN 19 PM 1:55

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

AMENDMENT TO SUPPLEMENTARY DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR PARCEL "C" OF GEORGETOWN

Filed For Record At 1:55 P M. On The  
Day Of Jan. 19 1993  
Recorded In Book 106-W Folio 465  
On The 19th Day of Jan. 1993  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

WHEREAS, on June 8, 1976, Georgetown Associates (hereinafter "Associates"), a Georgia limited partnership, as Seller, conveyed to the Board of Missions and Church Extension of the South Georgia Annual Conference of the Methodist Church, Inc. (hereinafter "Conference"), as Purchaser, a certain five (5) acre tract of land located in Georgetown, Chatham County, Georgia (hereinafter the "Property"), which conveyance is duly recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-W, Folio 464; and,

WHEREAS, contemporaneously with the conveyance of said Property, Associates also published that certain "Supplementary Declaration of Covenants and Restrictions for Parcel "C" of Georgetown," which Supplementary Declaration related to the said five (5) acre parcel of land and which is duly recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-W, Folio 455; and,

WHEREAS, said Supplementary Declaration provides that the said five (5) acre parcel of land, together with such additions as may be made to the parcel pursuant to Article 1 thereof, 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 of Georgetown," 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, as

amended, and subject to the covenants, restrictions, easements, charges and liens set forth in the Supplementary Declaration; and,

Under the Declaration of Covenants and Restrictions for Georgetown, and the Supplementary Declaration of Covenants and Restrictions for Parcel "C" of Georgetown, Georgetown Community Services Association (hereinafter "CSA"), a nonprofit corporation of which Georgetown property owners are members, has been delegated authority to own, maintain, and administer the Georgetown community properties and facilities; to administer and enforce the covenants and restrictions applicable to Georgetown; and to set and collect from Georgetown property owners assessments to be used for either improving and maintaining property owned by the Association or purchasing group services including, but not limited to, street lighting, grass cutting, and administration; and,

WHEREAS, said Supplementary Declaration provides, in part, that said five (5) acre parcel of land may only be used for religious, educational, and related purposes; and,

WHEREAS, the Conference has determined not to build a church on the Property, and has further agreed to reconvey said parcel of land to the Associates or its designee; and,

WHEREAS, it is the desire of the Conference and Associates to enlarge the authorized uses for said five (5) acre parcel of land to include the development of single-family residences; and,

WHEREAS, in order to accomplish the proposed change in use for said use for said five (5) acre parcel, the Conference and Associates have agreed to and requested an amendment to the aforesaid Supplementary Declaration; and,

WHEREAS, the Board of Directors of the CSA have been advised by the CSA's Architectural Review Board, created pursuant to Article VI of the the Fourth Amendment to the Declaration of Covenants and Restrictions for Georgetown, that the continued enforcement of the present use restriction on the Property would create practical difficulty and unnecessary hardship in developing the land in that the land cannot yield a reasonable return if used only for the purpose presently allowed, and that the requested land use change should be effected inasmuch as it would constitute a logical extension of the pattern of development in the Georgetown area, and would not diminish the value of surrounding properties, but rather would advance the public good and the purpose and intent of the Declaration of Covenants and Restrictions for Georgetown; and,

WHEREAS, realizing that there are extraordinary and exceptional conditions pertaining to the said parcel of land, the Board of Directors for the CSA have adopted the findings of its Architectural Review Board and is willing to consent to the change provided that (1) the Amendment to the Supplementary Declaration effecting such change is approved pursuant to the terms of said Supplementary Declaration, and (2) the amount of Three Hundred and No/100 (\$300.00) Dollars is paid to the CSA for each single-family detached home lot which is first sold and conveyed out of said parcel of land so as to defray the CSA's additional operating costs associated with the use change.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and conditioned upon the necessary approval pursuant to the applicable provisions of the above-mentioned Supplementary Declaration, it is hereby agreed between Associates and the Conference, with the consent of the Board of Directors for the CSA given at a meeting of the

Board held pursuant to notice on December 15, 1992, at which meeting a quorum was present, that said Supplementary Declaration is hereby amended as follows:

1. By deleting Section 3 of Article 3 of said Supplementary Declaration and substituting in lieu thereof the following:

Section 3. Land Use. No portion of the property shall be used except for religious or educational purposes, or for single-family residential purposes.

2. By deleting Section 5 of Article 3 of said Supplementary Declaration and substituting in lieu thereof the following:

Section 5. Dwelling Size. The ground floor living area of a single-story dwelling located on any Lot in said subdivision (except as provided hereafter) shall not be less than 1,500 square feet unless said dwelling shall not have a closed parking garage, in which case the said minimum ground floor living area shall be 1,600 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. 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.

3. By deleting Section 6 of Article 3 of said Supplementary Declaration and substituting in lieu thereof the following:

Section 6. Building Location; Lot Area and Width. No building shall be located on any Lot

nearer than 30 feet to the front Lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 7.5 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 25 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 15 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 15 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.

No dwelling shall be erected or placed on any Lot having an area of less than 8,000 square feet. The minimum width of any Lot at the front setback line shall be 50 feet.

4. By adding the following as Section 5 of Article 4:

Section 5. General Assessment. At such time that any single-family detached home lot is first sold to a builder or any bona fide purchaser for value, the sum of \$300.00 shall be paid to the CSA as an amenity charge to be used to promote the recreation, health, safety, and welfare of the Georgetown community and, in particular, for the improvement, maintenance, and operation of the CSA's general common areas and facilities located

thereon. Such charge, together with interest thereon at the rate of 18% per annum from its due date, together with the costs of collection thereof, shall be a charge on the Lot for which it is due and shall be a continuing lien upon the Lot. Each such assessment, together with interest thereon and the cost of collection thereof, shall also be the personal obligation of the seller of such Lot at the time when the assessment fell due.

Except as otherwise herein amended, said Supplementary Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Associates through its sole general partner and Conference by its duly authorized officials have caused these presents to be duly executed this 15 day of January, 1993, and the CSA has evidenced its consent thereto through the signatures of its duly authorized officials.

GEORGETOWN ASSOCIATES, a Georgia limited partnership

By: [Signature]  
ERWIN A. PRIEDMAN  
Sole General Partner

Signed, sealed and delivered on this 15 day of January, 1993, in the presence of:

Esther R. Bucksbaum  
Witness

[Signature]  
Notary Public Notary Public, Chatham County, Ga.  
Commission Expires April 14, 1996

