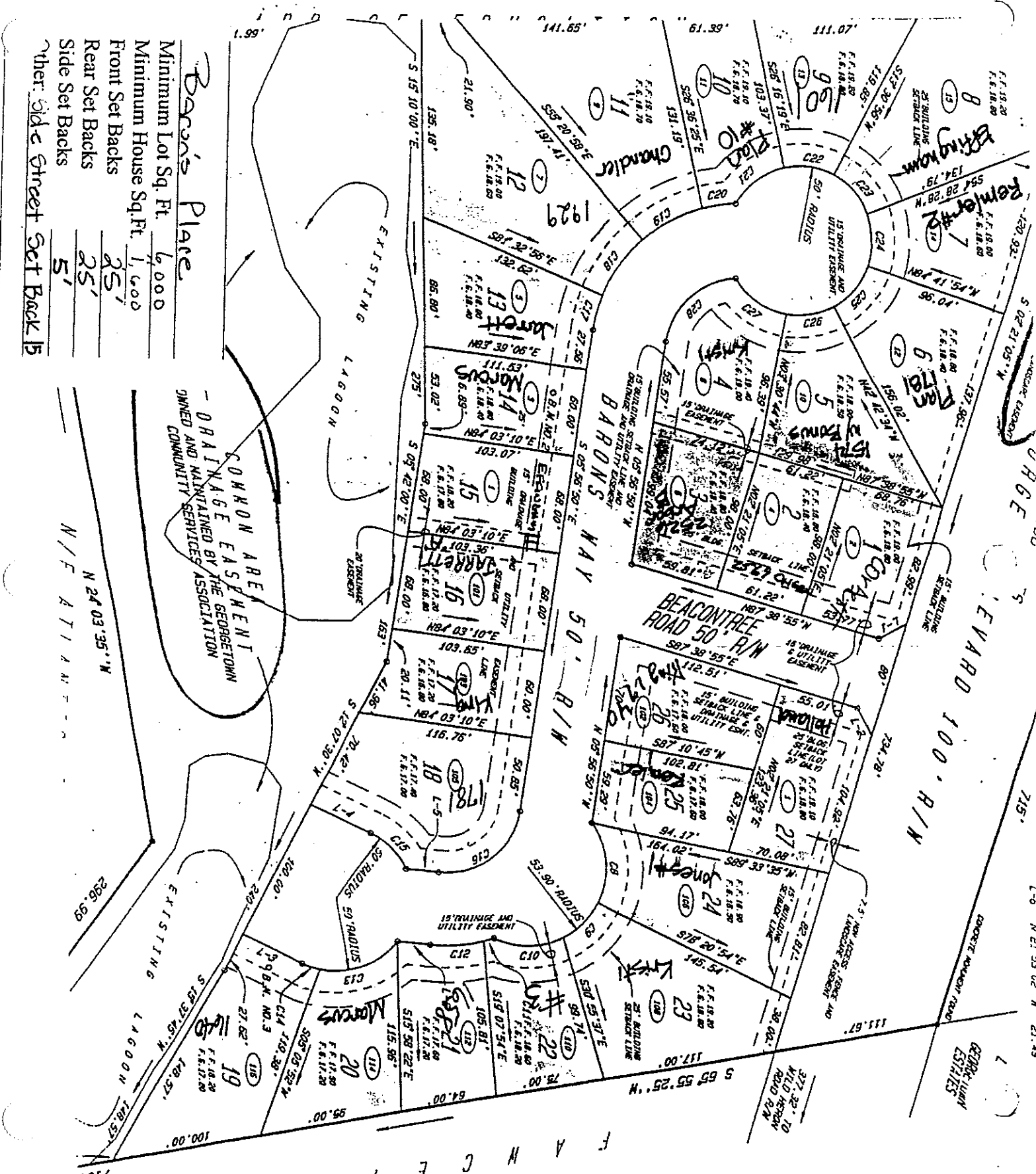


(GEORGETOWN ELEMENTARY SCHOOL)

MARK NO. 1
IN 28" PINE
21.35

MARK NO. 2
IN 10" OAK
19.31

MARK NO. 3
IN 7" PINE
17.44



Baron's Place

Minimum Lot Sq. Ft. 6,000

Minimum House Sq. Ft. 1,600

Front Set Backs 25'

Rear Set Backs 25'

Side Set Backs 5'

Other: Side Street Set Back 15'

COMMON AREAS
DRAINAGE EASEMENT
OWNED AND MAINTAINED BY THE GEORGETOWN
COMMUNITY SERVICES ASSOCIATION

N 24° 03' 35" W

TO THE BEST
MEASUREMENTS
AS SHOWN AND
IN MY OPINION
BEEN PREPARED
GEORGIA LAW

- 1. GENERAL
- 2. 1.
- 3. 2.
- 4. 3.
- 5. 4.
- 6. 5.
- 7. 6.
- 8. 7.
- 9. 8.
- 10. 9.
- 11. 10.
- 12. 11.
- 13. 12.
- 14. 13.
- 15. 14.
- 16. 15.
- 17. 16.
- 18. 17.
- 19. 18.
- 20. 19.
- 21. 20.
- 22. 21.
- 23. 22.
- 24. 23.
- 25. 24.
- 26. 25.
- 27. 26.

GEORGETOWN
ESTIMATES
ALL: 85 N.

FILED FOR RECORD
REC. BK. 169-P
PG. 28

94 OCT 11 PM 12:48

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

STATE OF GEORGIA)
COUNTY OF CHATHAM)

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BARON'S PLACE SUBDIVISION

THIS DECLARATION, made this 11th day of
OCTOBER, 1994, by SAVANNAH LAND
COMPANY, a Georgia Corporation, and by GEORGETOWN
ASSOCIATES, a Georgia Limited Partnership, hereinafter,
jointly referred to as "Developer".

W I T N E S S E T H

WHEREAS, Savannah Land Company is the owner of that
certain parcel of real property located in Chatham County,
Georgia, known as Baron's Place Subdivision, 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 145, Page 48, to which map reference is
made for a more detailed description of said property.

WHEREAS, said Subdivision is a portion of the overall
development known and designated as "Georgetown," and
Georgetown Associates is authorized to concur in any
Supplementary Declaration relative thereto;

NOW, THEREFORE, Developer hereby declares that the
said Subdivision, and each of the lots therein, 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
"FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR GEORGETOWN" (hereafter Declaration), dated
December 31, 1975, recorded in the Office of the Clerk of
the Superior Court of Chatham County, Georgia, in Record
Book 106-E, Page 521, as Amended, and also subject to the
covenants, restrictions, easements, charges and liens set
forth hereafter in this Supplementary Declaration.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Declaration and 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 Baron's Place Subdivision (sometimes designated "Parcel").

Section 2. Additions to Existing Property. Subject to the conditions set forth in Article II of the Declaration and further subject to the approval of Georgetown Community Services Association, Inc., additional property may be subject to this Supplementary Declaration.

ARTICLE II

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Developer, and to each and every person who shall hereafter purchase any lot in Baron's Place Subdivision, that certain protective covenants governing and regulating the use or 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 and this Supplementary Declaration for Baron's Place Subdivision, the Developer has established the protective covenants set forth below which are hereby established, promulgated and declared to be the Covenants and Restrictions for Baron's Place Subdivision. 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 contained in the Declaration. These covenants shall become effective immediately upon recording and shall 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 (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) 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 Architectural Review Board as to quality of design, construction and materials, harmony and compatibility of external design with neighboring structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on or adjoining any lot unless similarly approved. No lot shall be cleared or trees removed without prior approval of a general lot clearing plan by Savannah Land Company in the form of a clearing permit; provided, however, no tree survey shall be required for such purpose. Approval procedure is provided in Section 16 of this Article.

Section 5. Dwelling. The heated and cooled living area of a dwelling located on any lot in the subdivision shall not be less than 1,600 square feet.

The heated and cooled living area shall not include garages, porches, patios, exterior storage rooms or other unfinished areas, but shall include "bonus rooms," above garages or elsewhere, if heated and cooled.

No dwelling house shall be erected without providing parking and garage space consisting of an enclosed surfaced area sufficient in size to hold at least two (2) standard automobiles, and a surfaced driveway connecting the parking area 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 twenty-five (25') feet from the front lot line, or nearer than fifteen (15') feet from any side street line, unless otherwise noted on said recorded plat. No building shall be located nearer than five (5') feet to an interior lot line unless otherwise noted on said recorded plat. No dwelling shall be located on any interior lot nearer than twenty-five (25') feet to the rear lot line unless otherwise noted on said recorded plat. Swimming pools, the highest projection of which shall not exceed three (3') feet, and outdoor fireplaces not to exceed six (6') feet in height, may be erected and maintained within the rear setback, but not nearer than twenty (20') feet to the rear lot line of any lot. For the purpose of this covenant, eaves, steps or uncovered patios shall not be considered as 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 and Width. No dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet. The minimum width of any lot at the front setback line shall be as shown on said recorded subdivision plat.

Section 8. Easement. 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 for purchase.

Easements for ingress and egress and for installation and maintenance of utilities and drainage

facilities are reserved as shown on the recorded plat. In addition, there is reserved a seven and one-half (7.5') foot non-access, and fence and landscape maintenance easement along the rear of Lots 5, 6, 7, 8, 23 and 24 and along the side of Lots 1 and 27, as shown on the recorded plat. 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 Georgetown Community Services Association, and 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, including the right of the Georgetown Community Services Association to maintain said fence and the grounds within said 7.5' easement.

Drainage flow shall not be constricted or diverted from drainage or utility easements as shown on the recorded subdivision plat.

Section 9. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No business shall be conducted in any building constructed on a lot.

Section 10. Recreational Vehicles and Temporary Structures. No structure of a temporary character, trailer, 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 street overnight or on any lot at any time unless stored in an enclosed garage.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than eight (8) 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 they are not kept, bred or maintained for any commercial purposes and are not dangerous or a nuisance.

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 of disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Sewage Disposal. Individual sewage disposal systems shall not be permitted on any lot. All lots shall be served by public sanitary sewer and water.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or planting which obstructs sightlines at elevations between two (2) and six (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 twenty-five (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 ten (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 houses within the subdivision shall be subject to the jurisdiction and authority of the Georgetown Architectural Review Board.

Any approval or disapproval of the said Board required by these covenants shall be in writing, in accordance with the Declaration. In the event the Board fails to approve or disapprove within thirty (30) days after 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.

Section 17. Length of Home Construction. When the construction of a home on any lot is begun, work thereon shall be pursued with due diligence and completed within a reasonable time, not to exceed one (1) year from commencement of construction, unless such period is extended by reason of an act of God, labor disputes, or other matters beyond the owner's reasonable control. No home shall be occupied until construction is substantially completed.

ARTICLE II

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 the said Supplementary 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 (20) year term or of any ten (10) 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 within the

Subdivision and by the Developer, as long as the Developer owns any lot within the subdivision. A termination must be recorded.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by: (1) the Developer, as long as Savannah Land Company owns any lot within the subdivision; plus (2) not less than seventy-five (75%) per cent of the lot owners in the Subdivision. Any amendment must be recorded.

Section 3. Enforcement. Any lot owner, the Developer, the Architectural Review Board and the Georgetown Community Services Association, jointly and severally shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now and hereafter imposed by the provisions of this Supplementary Declaration and the 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 provision which shall remain in full force and effect.

ARTICLE III

CONVEYANCE OF COMMON PROPERTY

The Developer shall convey to the Georgetown Community Services Association, free and clear of all liens and financial encumbrances, that portion of the Property shown and designated on the said Subdivision Map as "Common Area Drainage Easement". The Association has made a physical inspection of said Common Areas and provided the Developer with a determination that such Common Area is in good order. The Association shall maintain said Common Area as a Parcel Common Area in accordance with the Declaration.

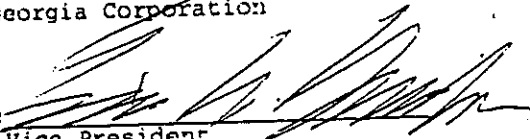
ARTICLE IV

ASSOCIATION FEES

Each Purchaser of a lot from Savannah Land Company, or its transferees, shall pay the Association the sum of Three Hundred (\$300.00) Dollars to be used by the Association in meeting the recreational needs of the Georgetown Community. In the event of a default in the performance of this obligation, the Association shall be entitled to pursue any and all remedies available under law or in equity.

IN WITNESS WHEREOF, SAVANNAH LAND COMPANY, and GEORGETOWN ASSOCIATES have caused these presents to be duly executed by their authorized officers, the 11TH day of OCTOBER, 1994.

SAVANNAH LAND COMPANY,
a Georgia Corporation

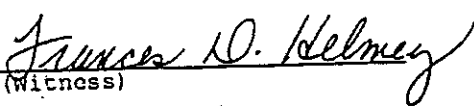
BY: 
Vice President

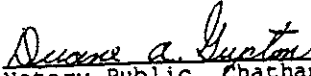
Attest: 
Asst. Secretary

GEORGETOWN ASSOCIATES,
a Georgia Limited Partnership

BY: 
Sole General Partner

Signed, sealed and delivered
in the presence of:


(Witness)


Notary Public, Chatham County,
Georgia ~~Comm Expires~~: 4-27-96