

EIGHTH SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
GEORGETOWN ESTATES, PHASE I 625

THIS DECLARATION, made this 18th day of July, 1980, by GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain parcel of real property located in Chatham County, Georgia, known as Georgetown Estates, Phase I, 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 T, Page 29, 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 II 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" (hereafter the "Declaration"), dated June 7, 1974, amended on December 31, 1975, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Record Book 106-E, Page 521, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter in this Supplementary Declaration.

ARTICLE I

DEFINITIONS

Wherever used in this Supplementary Declaration, the following terms shall have the definitions shown below:

(a) "Association" shall mean and refer to Georgetown Community Services Association, Inc., its successors and assigns.

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626 (b) "Board of Directors" shall mean and refer to the Board of Directors of the Georgetown Community Services Association, Inc.

(c) "Director" shall mean and refer to a member of the Board of Directors of the Georgetown Community Services Association, Inc.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including Participating Builders, but excluding those having such interest merely as security for the performance of an obligation.

(e) "Architectural Review Board" shall mean and refer to the Architectural Review Board as appointed by the Board of Directors to regulate the external design, appearance, use, location and maintenance of the properties of Georgetown and of the improvements thereon as defined in Article VI of the Fourth Amendment to the Declaration of Covenants and Restrictions for Georgetown as referred to above.

ARTICLE II

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 Georgetown Estates, Phase I (sometimes designated "Parcel").

Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Developer filing of record this Supplementary Declaration of Covenants and Restrictions with respect to the additional property, or by making any conveyance of property subject to it.

ARTICLE III

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel Assessments

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 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 of Directors 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 Georgetown Estates, Phase I, the maximum annual Parcel Assessment for the Parcel shall be \$1.00.

ARTICLE IV

PROTECTIVE COVENANTS

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 Georgetown Estates, Phase I 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 Architectural Review Board has established the protective covenants set forth below which are hereby established, promul-

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gated and declared to be the Protective Covenants for Georgetown Estates, Phase I. 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 four 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 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 \$50,000.00 based upon cost levels prevailing on the date these covenants are recorded and adjusted from time to time to reflect any increase in the Consumer Price Index as promulgated by the U.S. Department of Labor, 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 sub-

division (except as provided hereinafter) shall not be less than 1,500 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 1,000 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 either an attached enclosed garage or an attached covered carport sufficient in size to hold at least one standard automobile, in addition to a surfaced driveway connecting 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 30 feet to any side street line. No building shall be located nearer than 15 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 to 10 feet in exceptional circumstances; except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 60 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

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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 40,000 square feet. The minimum width of any lot at the front setback line shall be 75 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 or 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 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 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 constructed nor be diverted from drainage or utility easements as designed or on the recorded plat.

Section 9. Nuisances. No noxious or offensive activity shall be conducted 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 sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than 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 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 clean and sanitary condition.

Section 14. Sewage Disposal. Individual sewage disposal systems shall be permitted on any lot until such time as service is available from the Georgetown Treatment Plant or some other publicly operated wastewater treatment facility. All lots will be required to connect to the treatment plant within six months of its availability, and all owners shall be responsible for payment of the customary connection fees and user charges.

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 foilage 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. 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 V

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%) percent of the Owners and by the Developer, as long as it owns any

lot of common area within the subdivision. A termination must be recorded. 633

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%) percent of the lots. Any amendment must be recorded.

Section 3. Enforcement. The Association, any lot 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, the Developer, Georgetown Associates, a Limited Partnership under the laws of Georgia, has caused these presents to be duly executed by its authorized General Partner, this 18th day of July, 1980.

Filed For Record At 11:19 O'clock A.M. On The 21st Day Of July 1980
Recorded In Record Book 115-13 Folio 625 On The 21st Day Of July 1980

GEORGETOWN ASSOCIATES,
A Limited Partnership

By: [Signature]
Erwin A. Friedman
General Partner

CLERK SUPERIOR COURT, CHATHAM CO., GA.

FRIEDMAN, HASLAM,
WEINER, GINSBERG,
SHEAROUSE & WEITZ
14 EAST STATE STREET
SAVANNAH, GEORGIA

Signed, sealed and delivered

in the presence of:

[Signature]
[Signature]

ADELE T. QUINNEY
Notary Public, Georgia State at Large
My Commission Expires June 8, 1982