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Daniel W. Massey, Clerk  
Chatham County, Georgia

STATE OF GEORGIA )  
  )  
COUNTY OF CHATHAM )

James P. Gerard, Esq.  
Oliver Maner & Gray LLP  
P. O. Box 10186  
Savannah, GA 31412

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**SUPPLEMENTARY DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR GEORGETOWN PLACE  
(formerly a portion of LOTT'S LANDING)**

THIS DECLARATION, made this 12 day of July, 2005, by JERRY C. WARDLAW CONSTRUCTION, INC., and REGAL BUILDERS OF THE COASTAL EMPIRE, LLC, hereinafter called "Successor Declarants".

**WITNESSETH:**

WHEREAS, Georgetown Associates, a limited partnership, did convey to Sanwood Development Company, Inc., that certain 8.52-acre tract of land, located in Georgetown, Chatham County, Georgia, on May 3, 1983, by Warranty Deed, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 120-Q, Folio 771, subject to the Declaration of Covenants and Restrictions for Georgetown, as amended, dated June 7, 1974, and recorded in the aforesaid Clerk's Office in Deed Record Book 106-E, Folio 521, and subject to that certain Supplementary Declaration of Covenants and Restrictions for Georgetown (Lott's Landing) dated May 3, 1983, and recorded in the aforesaid Clerk's Office in Deed Record Book 120-Q,

Folio 740; and,

WHEREAS, a portion of said property was developed as Lott's Landing; and,

WHEREAS, the remaining 5.81 acres of Lott's Landing remained undeveloped and has now been acquired by the Successor Declarants, said property being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

NOW; THEREFORE, Successor Declarants hereby declare that said property 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 (the "Declaration") as amended and as related to this parcel, dated June 7, 1974, recorded in the aforesaid Clerk's Office in Deed Record Book 106-E, Folio 521, the Supplementary Declaration of Covenants and Restrictions for Lott's Landing, recorded in the aforesaid Clerk's Office in Deed Record Book 121-Z, Folio 596, and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter in this Supplementary Declaration of Covenants and Restrictions for Georgetown Place, formerly a portion of Lott's Landing, which shall hereafter be a "Parcel" of Georgetown, as defined in said Declaration.

ARTICLE I

TITLE TO PARCEL COMMON AREA AND RESPONSIBILITY FOR MAINTAINING SUCH AREAS AND FOR PAYING COMMON EXPENSES

Except to the extent specifically provided for herein to the contrary, title to the Parcel Common Areas and responsibility for maintaining the Common Areas and paying the expenses associated therewith shall be conveyed to Georgetown Community Services Association, Inc. (the

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"Association"), by the Successor Declarants, free and clear of all liens and financial encumbrances, only when seventy-five (75%) percent of the sixty-six (66) anticipated Living Units in Georgetown Place are conveyed to Owners other than the Participating Builders or Successor Declarants, and only when they have passed inspection by the Association for the existence of any defects which must be corrected by the Successor Declarants before title thereto is passed to the Association. Prior to such time, the Successor Declarants shall develop, maintain, and repair the Parcel Common Areas at their cost including, but not limited to, the installation and maintenance of the landscaping which shall include providing irrigation equipment, herbicides, fertilizer, pine straw and mulch, and water for the irrigation system. As each Living Unit is conveyed to an Owner other than the Participating Builders or Successor Declarants, the Association shall furnish exterior maintenance upon the Living Unit to the extent provided for herein, and shall further provide all group services to the Living Unit including, but not limited to, fire protection, pest control, termite bonding, and refuse collection.

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ARTICLE II

COVENANTS FOR ASSESSMENTS

All lots (unimproved and improved) within Georgetown Place shall be subject to the general and parcel assessments provided for in Article V of the above-mentioned Fourth Amendment to the Declaration of Covenants and Restrictions for Georgetown, as amended, and in Article III of the above-mentioned Supplementary Declaration of Covenants and Restrictions for Lott's Landing, as amended. Notwithstanding anything to the contrary contained in the provisions of the Fourth Amendment to the Declaration of Covenants and Restrictions for Georgetown, and the Supplemental Declaration of Covenants and Restrictions for Lott's Landing, both assessments shall commence on

the first day of the month following the recording of the Supplementary Declaration establishing the Georgetown Place Parcel.

ARTICLE III

SPECIAL GEORGETOWN PLACE PARCEL ASSESSMENT

To the extent specifically required herein, the Association shall furnish exterior maintenance upon the Living Units in Georgetown Place provided that the need for such maintenance work is common amongst all Living Units in Georgetown Place so that it can be economically performed as a group service benefitting all such Living Units at one time. Such exterior maintenance work shall be funded either through the parcel assessments fixed for all Living Units in Lott's Landing (if, unlike the present, the Association assumes exterior maintenance responsibility for all of Lott's Landing during any particular year by budgeting therefor) or through a special "Georgetown Place Assessment" (if, as now, the Association elects not to assume exterior maintenance responsibility for other Lott's Landing Living Units by failing to budget therefor) assessed against all of the Living Units in Georgetown Place. The Association's exterior maintenance of the Living Units in Georgetown Place shall be limited to the periodic maintenance of roofs, gutters, and down spouts on a schedule to be determined by the Board of Directors. The maintenance responsibility of the Owner of each Living Unit, and not the Association, shall include, but not be limited to, the following: the appropriate day-to-day care of all exterior surfaces including windows and window frames; the care of all casings and locks (including caulking of windows); the care of all doors, doorways, doorframes and hardware that are part of the entry system of the Living Unit; the maintenance of all portions of the heating and air conditioning system, including the air conditioning

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compressor and the fan coil, serving the Living Unit; and the maintenance all pipes, lines, ducts, conduits, or other apparatus which serve only the Living Unit, whether located within or without the Living Unit (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Living Unit).

Inasmuch as (1) the Association has presently elected not to assume exterior maintenance responsibility for other Lott's Landing Living Units except for pressure washing which may be included in the parcel assessment provided for in Article III of the Supplementary Declaration of Covenants and Restrictions for Lott's Landing, as amended, and (2) some group services furnished to Georgetown Place are inherently different from those provided to the original thirty-two (32) units at Lotts Landing, such as irrigation and refuse collection, and cost more to provide than the cost for providing substantially similar service to the original thirty-two (32) units at Lotts Landing, the Successor Declarants, for each Living Unit within Georgetown Place, hereby covenant, and each Owner of any lot in Georgetown Place by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay to the Association the amount of Four Hundred Ninety and 02/100's (\$490.02) Dollars, payable in monthly installments of Forty and 85/100's (\$40.85) Dollars as the annual Georgetown Place Assessment. Said Assessment shall be in addition to and not in place of the parcel assessment provided for in Article III of the Supplementary Declaration of Covenants and Restrictions for Lott's Landing. Twenty-seven and 71/100's (\$27.71) Dollars of the Georgetown Place Assessment shall be used (1) for the external maintenance purposes set forth in this Article III and (2) to fund the difference between the cost of providing group services to Georgetown Place Living Units and the cost of providing similar services to the original thirty-two

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(32) Living Units at Lott's Landing (the "Maintenance/Group Service Component"), and Thirteen and 14/100's (\$13.14) Dollars of the Georgetown Place Assessment shall be placed into a contingency reserve account for future use (the "Reserve Component"). It is understood and agreed that commencing January 1, 2006, and each calendar year thereafter, the Association's Board of Directors may increase both Components of the assessment by a factor of not more than five (5%) percent of the maximum for the current calendar year, or the rate of increase in the Consumer Price Index for the preceding twelve (12) months as published by the U.S. Labor Department for the Savannah, Georgia, area, whichever is greater. From and after January 1, 2006, both components of the Georgetown Place Assessment may be increased above the amount that can be set by the Board of Directors by an affirmative vote of two-thirds (2/3) of the Owners of the Living Units who are voting in person or by proxy at a meeting duly called for such purpose. The Georgetown Place Assessment shall commence as to any Lot when the Living Unit thereon has been granted a certificate of occupancy, and shall be paid in full regardless of whether owned by a third-party owner, one of the Successor Declarants, or any Participating Builder.

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ARTICLE IV

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS  
ON LOTS OR LIVING UNITS

In addition to the annual assessments authorized herein, as well as in the Declaration of Covenants and Restrictions for Georgetown and the Supplementary Declaration for Lott's Landing, the Association may levy, in any calendar year, a special assessment for an expenditure applicable to that year and payable over not more than the next two succeeding years for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Lots or Living Units in Georgetown Place, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who own Lots or Living Units in Georgetown Place and who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and Living Units, and may be collected on a monthly basis. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members who own Lots or Living Units in Georgetown Place not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the day set for the preceding meeting.

## ARTICLE V

### OWNER INSURANCE COVERAGE

Section 1. Coverage. The record Owners of each Living Unit or Lot in Georgetown Place shall insure each Living Unit for the full current (valuation as of the date of loss) replacement cost. Further, each Owner agrees that the coverage will be as follows:

- (a) All policies shall be written with a company licensed to do business in the State of Georgia, having a current rating from A.M. Best's Insurance Report of "A-X or better;

- (b) All policies shall be for the benefit of the Association, the Living Unit Owners, and their mortgagees, as their interest may appear;
- (c) All policies shall include a "Guaranteed Replacement Cost Endorsement" (if available, or else the closest equivalent to same), "Loss Assessment Coverage" with a limit of not less than \$50,000.00, and Comprehensive Personal Liability Coverage with limits of not less than \$500,000.00, including losses due to "Bodily Injury," "Property Damage," and "Personal Injury" hazards;
- (d) All policies shall contain a standard mortgagee loss payee clause in favor of each said mortgagee which shall provide that a loss, if any, thereunder shall be payable to the Association and to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association;
- (e) All policies shall contain a standard provision providing that such policies may not be altered, substantially modified or canceled without at least thirty (30) days prior written notice to all of the insureds, including the Association and the mortgagee;
- (f) A copy of all policies and endorsements thereto shall be deposited with and maintained by the Association at its principal office;
- (g) Exclusive authority to adjust losses under the policies hereafter in force with respect to the submitted property shall be vested in the Board of Directors of the Association and said mortgagees;
- (h) The Living Unit Owners and/or the Association shall make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association and its officers, directors, employees and agents, the Living Unit Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; and (3) that no policy on the submitted property can be canceled, invalidated or suspended on account of the conduct of any director, officer, agent, or employee of the Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

If the Lot is in a flood zone, Federal Flood Insurance covering all of the insurable



improvements on the Lot containing the Living Unit against loss or damage by rising water in an amount equal to the maximum insurable replacement value thereof.

Section 2. Failure to Insure. Individual Living Unit Owners shall be responsible for acquiring said fire, hazard, and flood insurance and the payment of premiums directly or through their financing agencies, and shall provide the Association with a copy of their policy and all renewals thereof at least thirty (30) days prior to the Effective Date or the expiration thereof. If any Living Unit Owner fails to provide said proof of insurance by the required date, the Association may, after ten (10) days notice to the Living Unit Owner, purchase said insurance on the Living Unit Owner's behalf at whatever rates are available through its insurance agent and assess said Living Unit Owner for the cost thereof, plus interest thereon at the rate of eighteen (18%) percent per annum.

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ARTICLE VI

REPAIR, RESTORATION AND REBUILDING OF LIVING UNITS

Section 1. Repair, Restoration, and Rebuilding. In the event any Living Unit in Georgetown Place shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Association (which right is hereby granted to the Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the

Members, which majority shall include the affirmative vote of all of the Owners whose Living Units shall have been damaged or destroyed.

Section 2. Board of Directors to Supervise. It is the unqualified duty of each Owner of a Living Unit to build and/or repair any damage to such Owner's Living Unit in strict accordance with the construction standards and architectural oversight of the Association. All repair, restoration or rebuilding pursuant to the provision of this Article VI shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner of any Living Unit which has been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

Section 3. Rights of the Association. The Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding, to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Living Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Living Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

Section 4. Lien Rights of Association. In any case in which the Owner of the Living Unit concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, or shall request the Association to carry out and see to such repair,

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restoration or rebuilding, the Association may carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, provided, however, that to the extent the insurance proceeds are insufficient as to any Living Unit, the particular Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby given, a continuing lien on the Lot or Living Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of interest permitted by law on money judgments in Georgia from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall encumber such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefore, as aforesaid, such lien may be foreclosed against the Lot by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 4 provided shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Lot.

Section 5. Insurance Insufficient. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any Living Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article VI permitted to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available may be borne and paid for by the Association, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission, or against any

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Owner for his failure to maintain insurance coverage.

Section 6. Debris. In the event a Living Unit is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner, unless the Living Unit is thereafter acquired by the Association.

Section 7. Application of Declaration and Bylaws. Any Living Unit which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

## ARTICLE VII

### CONTRIBUTION BY SUCCESSOR DECLARANTS AND PARTICIPATING BUILDERS TO THE STARTUP COSTS AND RESERVES FOR GEORGETOWN PLACE

Until sixty (60%) percent of the sixty-six (66) anticipated Living Units in Georgetown Place are conveyed to Owners other than the Participating Builders or Successor Declarants, at the closing of the first sale of every Lot within Georgetown Place to an Owner other than a Participating Builder, the Successor Declarants or Participating Builders, as the case may be, shall pay to the Association Two Hundred Fifty and No/100's (\$250.00) Dollars, Fifty and No/100's (\$50.00) Dollars of which to be placed in the General Account of the Association to be used for any up-front expenses required for Georgetown Place, and the remaining Two Hundred and No/100's (\$200.00) Dollars to be placed into a Georgetown Place operating account of the Association for future use. After sixty (60%)

percent of the Living Units have been conveyed as aforesaid, the contribution of the Successor Declarants or Participating Builders at the closing of the first sale of Lots shall be reduced to Two Hundred and No/100's (\$200.00) Dollars, Fifty and No/100's (\$50.00) Dollars of which to be placed in the General Account of the Association to be used for any up-front expenses required for Georgetown Place, and the remaining One Hundred Fifty and No/100's (\$150.00) Dollars to be placed into a Georgetown Place operating account for the Association for future use.

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ARTICLE VIII

SUPPLEMENTING PROTECTIVE COVENANTS

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Supplementing the protective covenants contained in Article V of the Supplementary Declaration, commercial vehicles, campers, trailers and boat trailers shall not be permitted to remain on the property overnight. Fences, landscaping and shrubbery may not be altered or removed without the written consent of the Architectural Review Board. All garages shall be enclosed. Garage doors shall be closed except when in use.

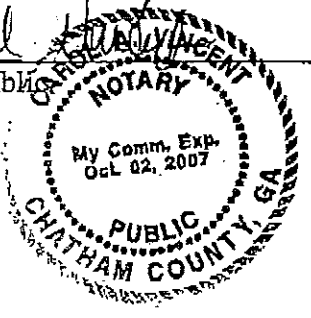
IN WITNESS WHEREOF, the Successor Declarants have caused these presents to be duly executed by their authorized officers and their corporate seals affixed thereon, this 12 day of July, 2005.

JERRY C. WARD LAW CONSTRUCTION, INC.

By: [Signature]  
President

Attest: [Signature]  
Asst. Secretary

Signed, sealed and delivery in the presence of:  
[Signature]  
Witness  
[Signature]  
Notary Public

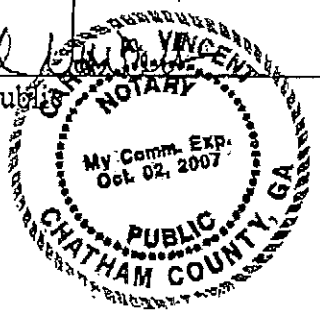


REGAL BUILDERS OF THE COASTAL EMPIRE, LLC

By: [Signature]  
Manager

Attest: [Signature]  
Asst. Secretary

Signed, sealed and delivery in the presence of:  
[Signature]  
Witness  
[Signature]  
Notary Public



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AGREED AND CONSENTED TO:

GEORGETOWN COMMUNITY SERVICES ASSOCIATION, INC.

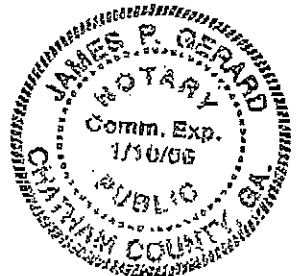
By: Montine East  
President

Attest: [Signature]  
Secretary

Signed, sealed and delivery in the presence of:

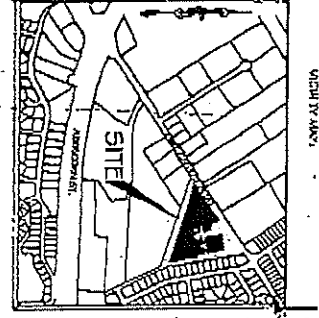
Karen M. Mora  
Witness

[Signature]  
Notary Public



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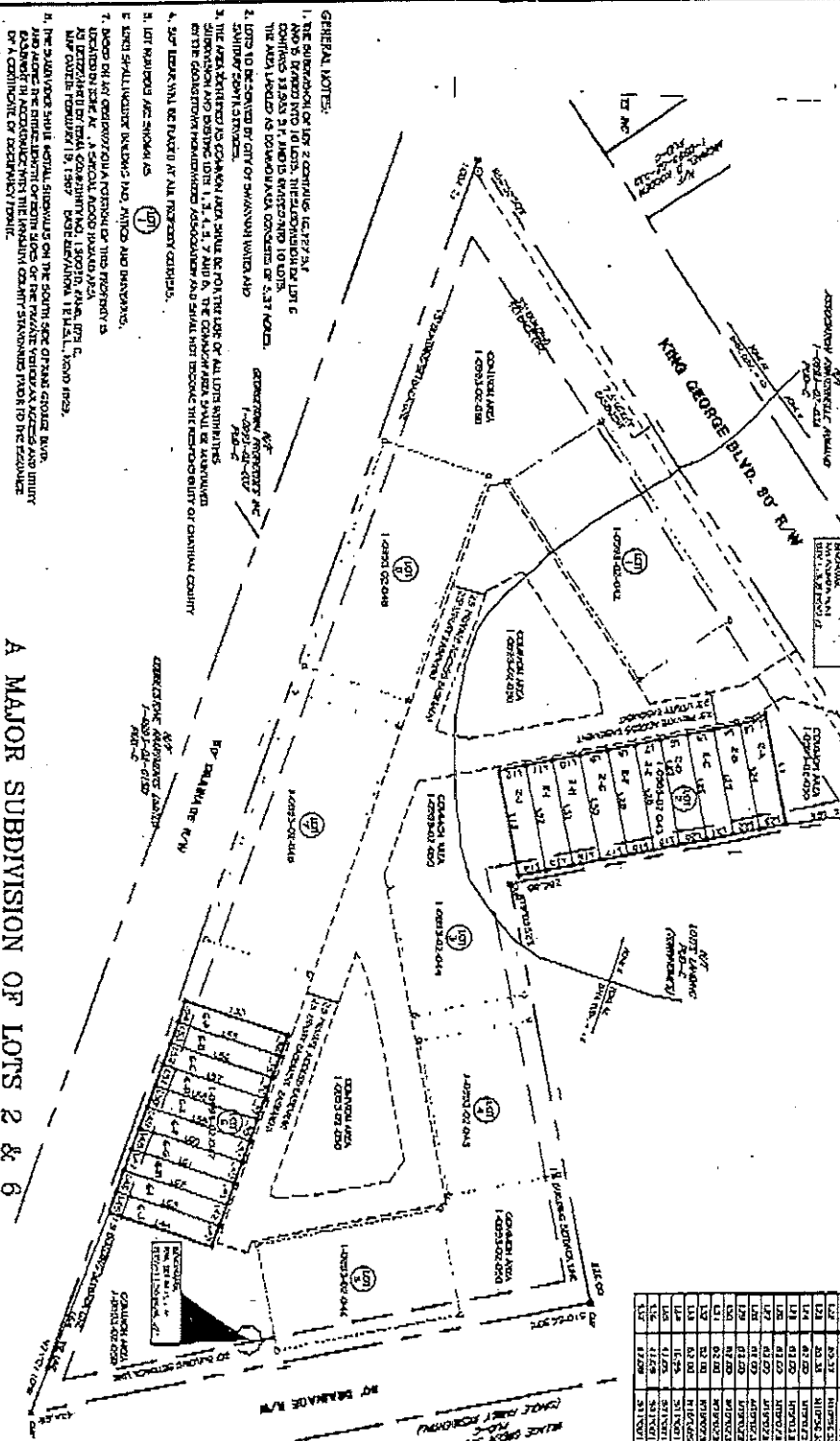
AMERICAN... 2010... 012... [Signatures and dates]

AMERICAN... [Signatures and dates]

Table with columns: LOT #, ADDRESS, F.I.S.I., LOT SIZE, AREA, FT., DIST. TO... [Detailed lot data]

Table with columns: LOT #, DIST. TO... [Detailed lot data]

Table with columns: LOT #, DIST. TO... [Detailed lot data]



3-2-5 page 85 [Signatures and dates]

GENERAL NOTES: 1. THE SUBDIVISION OF LOT 2... 2. LOT 2 TO BE CONVEYED BY CITY OF MARIETTA... 3. THE AREA... 4. 20' DEEDS... 5. LOT... 6. 20' DEEDS... 7. 20' DEEDS... 8. 20' DEEDS... 9. 20' DEEDS... 10. 20' DEEDS...

A MAJOR SUBDIVISION OF LOTS 2 & 6... [Signatures and dates]

LEGEND: 1/8" = 5'... 1/16" = 10'... GRAPHIC SCALE: 1" = 100'...

EXHIBIT "A"