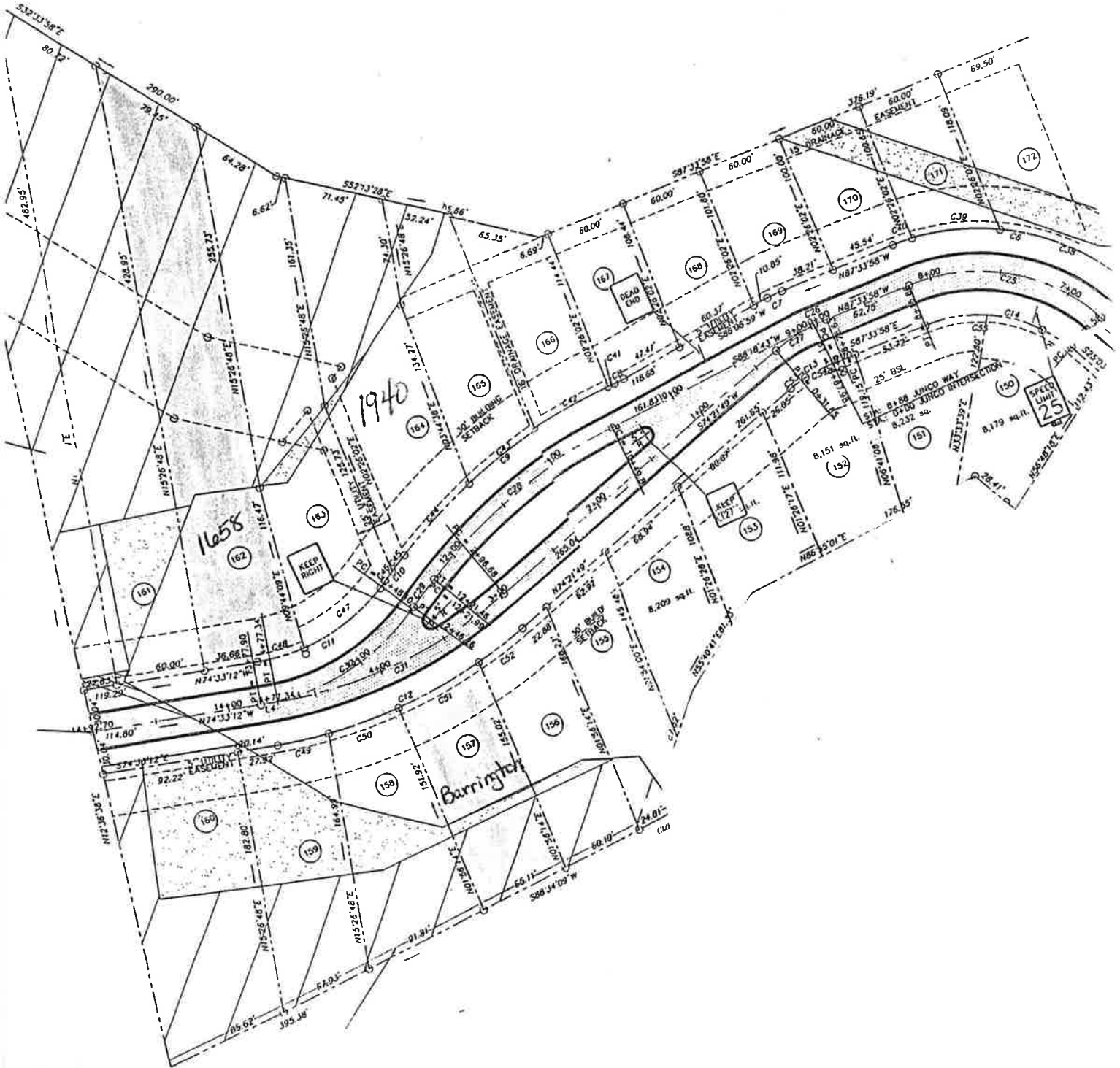
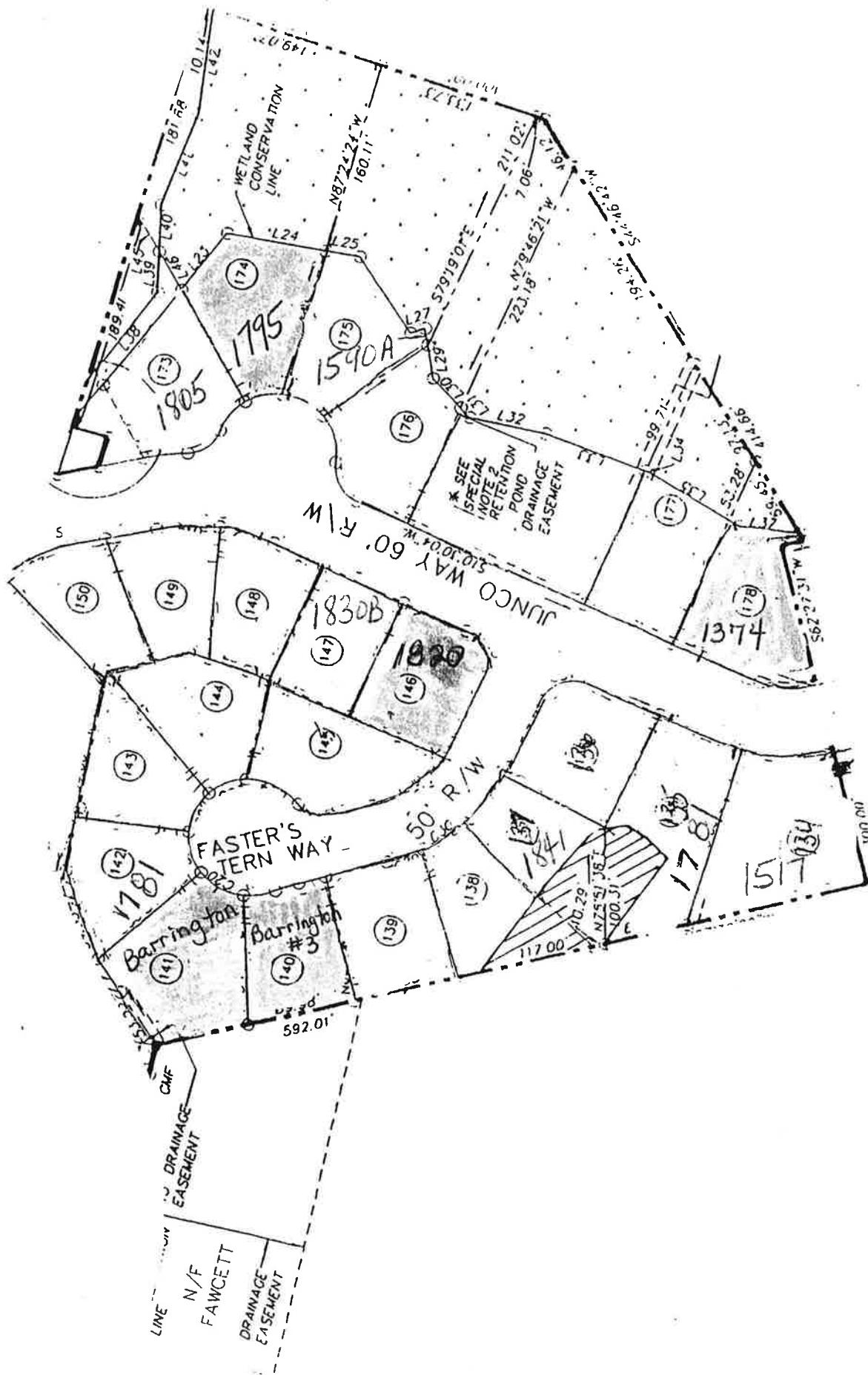


Minimum Lot Sq. Ft. 8000'
 Minimum House Sq. Ft. 1360'
 Front Set Backs 30'
 Rear Set Backs 25'
 Side Set Backs 5'
 Side Street Set Backs 15'

Variance granted for: Lots 167-171 6000' Minimum Lot Sq. Ft.

Lots 137-145 and Lots 148- 151 25' Front Set Back





FILED FOR RECORD
REC. BK. 186-2
PG. 416

WEINER, SHEAROUSE, WEITZ
GREENBERG & SHAW
14 E. STATE STREET
P. O. BOX 10108
SAVANNAH, GEORGIA 31412-0308

STATE OF GEORGIA

COUNTY OF CHATHAM

97 JUL 24 PM 4:45

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SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS FOR

GEORGETOWN

HERON CREST SUBDIVISION, PHASE III

THIS SUPPLEMENTARY DECLARATION, made this 5th day of June, 1997,
by Heron Crest Developers, Inc., a Georgia corporation, hereinafter referred to as the
"Developer".

WITNESSETH:

WHEREAS, Developer is the owner of those certain lots located in the
Subdivision known as HERON CREST SUBDIVISION, PHASE III, and more particularly
described on Exhibit "A" hereto (said Heron Crest Subdivision, Phase III, is hereinafter
referred to as the "Subdivision" and the lots in the Subdivision are hereinafter referred to as
"Lots"; and

WHEREAS, on June 7, 1994, 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 Record Book 106-E, Page 521 (hereinafter referred to as the
"Declaration"); and

WHEREAS, an agreement dated May 12, 1987 between Murray Marshall,
Atlantic Investors, Ltd. - Series II (and others) and the Association, wherein property owned
by said Atlantic Investors, Ltd. - Series II was subjected to the Declaration, said Agreement
being recorded in Deed Book 136-I, Page 89, Chatham County records; and

WHEREAS, said Subdivision is a part of the property subjected to said
Declaration; and

WHEREAS, the Declaration is silent as to certain matters such as the minimum
size of lots and the minimum size of houses that may be constructed in the Subdivision; and

WHEREAS, the Association has taken the position that it can control such matters through its Architectural Review Board; and

WHEREAS, the Developer and the Association have agreed that it is in the best interest of both for the Developer to execute Supplementary Declarations which the Association will accept by acknowledgment.

NOW, THEREFORE, the Developer hereby declares 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.

1. Dwelling Costs, 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 this paragraph to insure 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 1,360 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. Dwellings must have a minimum of an attached single car enclosed garage plus an adjacent durable surfaced area sufficient in size to hold at least one standard automobile (or as an alternative, a two car enclosed garage), exclusive of a durable surfaced driveway connecting the parking space with a street and permitting ingress and egress of an automobile.

2. Lot Area and Width. No dwelling shall be erected or placed on Lots 167 through 171, inclusive, which have an area of less than 6,000 square feet. No dwelling shall be erected or placed on any other Lot in the Subdivision having an area of less than 8,000 square feet. The minimum width of any Lot at the front set back line shall be 60 feet.

3. Minimum Set Back Lines. No permanent structure shall be placed on a Lot nearer than thirty (30') feet from the front property line; fifteen (15') feet from a side street; twenty-five (25') feet from a rear property line; or five (5') feet from an interior side lot line; provided, however, that the minimum front property line setback shall be twenty-five (25') feet for Lots 137 through 145 inclusive and Lots 148 through 151 inclusive.

4. Parcel Assessments. Parcel assessments 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 grass cutting and administration.

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. 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.

5. Lagoon Assessments. Lagoon assessments shall be used exclusively for the purpose of improvement and maintenance of the ponds and/or lagoons owned by the Association in the parcel. 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 lagoon assessment and date or dates such assessment becomes due. The Board of Directors may increase the lagoon

assessment by a factor of not more than Five (5%) Percent annually 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, Chatham County, Georgia area, whichever is greater.

6. 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 successors to all or substantially all of its business of developing the Subdivision and Phase as well as the property being sold.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

13. 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.

14. 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, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. General Provisions.

(a) 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.

(b) 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.

(c) 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,

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed, under seal, effective the date and year first above written.

HERON CREST DEVELOPERS INC.

By: [Signature]
Title: [Signature]

Attest: Carol A. Vincent
Title: Assistant Secretary

Executed in the presence of:

[Signature]
Witness

[Signature]
Notary Public
MARIE D. DUSCHNES
Notary Public, Guilford County, Ga.
My Commission Expires July 11, 2000

ACKNOWLEDGED AND ACCEPTED BY GEORGETOWN COMMUNITY SERVICES ASSOCIATION, INC:

Executed in the presence of:

By: [Signature]
Gregg Snyder, President

[Signature]
Witness

[Signature]
Notary Public
JAMES P. GERARD
Notary Public, Guilford County, Ga.
My Commission Expires Nov. 29, 1997