

Approved By Chatham County Engineer: Oct 1986  
Donald Moody  
 County Engineer

Approved For Chatham County Department of Public Health Division  
 Of Engineering & Sanitation: October 1, 1986  
John F. Hendrickson  
 Director

Approved By Metropolitan Planning Commission: 10-2-1986  
John F. Hendrickson  
 Director

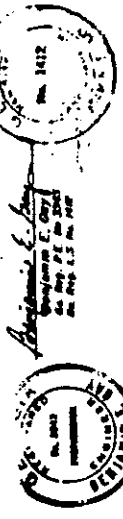
Approved By Open Court: Open Day Of Records 1986  
John F. Hendrickson  
 Chatham County Commission  
 ATTEST: John F. Hendrickson  
 (County Attorney at Large)

All streets, rights-of-way, easements, and any other public use shall be shown on this plan and hereby acknowledged by me as intended.

John F. Hendrickson  
 (County Attorney at Large)

**GENERAL NOTES:**

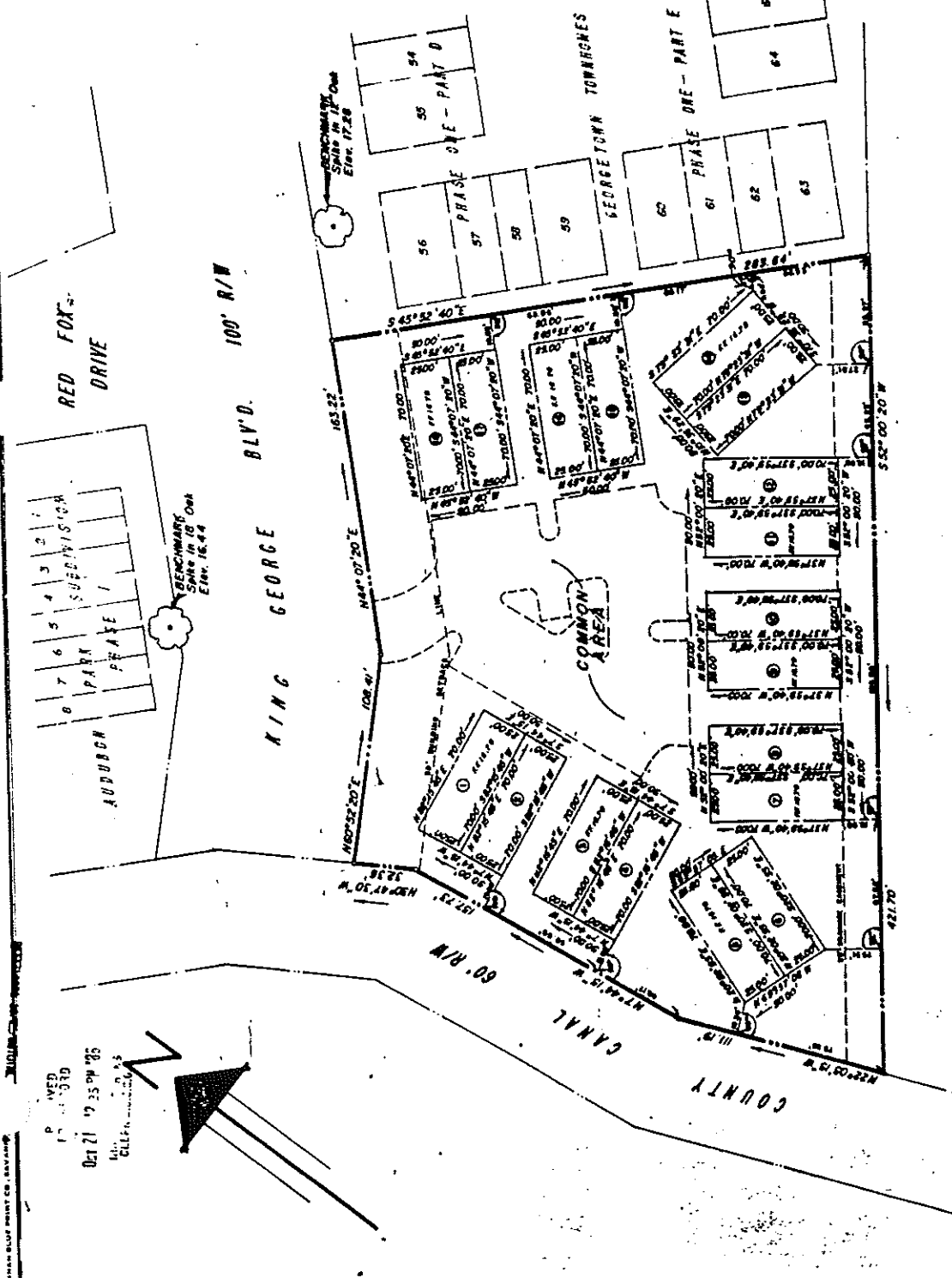
1. All lots to have a minimum building set back line as indicated.
2. Lots will have corner on side and/or rear as shown.
3. All corners shown "N" indicate concrete monuments.
4. All corners shown "S" indicate concrete monuments.
5. Finished floor elevations of all structures shall be a minimum of 13.5 feet above the level of the street with the 100 year flood plain.
6. Drive and parking shall be shown and the construction of driveway, parking and utility easements shall be shown and approved by the appropriate authority.
7. All easements shown are intended to be used for the installation of sewer, drainage, electric, gas, water lines as necessary to serve the subdivision.
8. All interior lot corners are marked by iron pins.
9. P.F. indicates finished floor elevations.
10. ① indicates lot number.
11. Stationary owner & holder to be contacted by the City of Savannah to verify that this subdivision will comply with the approved zoning ordinance and that all utility, drainage, easements of interest and distribution easements are shown and approved by the appropriate authority.
12. In any subdivision, the correct interpretation of the map showing and the plan prepared in conformity with the minimum standards and requirements of Chapter 16 of the Code of Ordinances shall be the responsibility of the applicant.



**SPECIAL NOTE:**  
 Maintenance of all Common Areas shall not be the responsibility of Chatham County.

**HUNTERS GREEN TOWNHOMES**  
 BEING A PORTION OF THE HENDRIX  
 MACHINERY COMPANY TRACT  
 CHATHAM COUNTY, GEORGIA  
 for  
 LARRY MOORE  
 118 HANS GEORGE BLVD. SAVANNAH, GA.

Scale: 1"=60'  
 Date: Sept. 1986



This property does fall in the 100-year flood zone.

Now or formerly Regular

Error Of Closure: 1/20,000  
 Approx. Error: 1" Per Point  
 Total Area: 2.16 AC.  
 Total No. Of Lots: 16  
 Equipment Used: Total Station

MUSSE, JY & BELL  
 Consult. Engineers  
 SAVANNAH, GEORGIA

781

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

OCT 31 3 54 PM '86  
RECORDED  
FILED  
CLERK SUPERIOR COURT  
CHATHAM CO. GA.

SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR GEORGETOWN  
(HUNTERS GREEN)

109

23.00

005142A001 10/31/86 TOTAL

THIS DECLARATION, made this 22nd day of October, 1986, by  
GEORGETOWN ASSOCIATES and LEROY MOORE, hereinafter called "Declarants".

WITNESSETH:

WHEREAS, Leroy Moore is the Owner of that certain tract or parcel  
of real property located in Georgetown, Chatham County, Georgia, and being  
more particularly described as Lots 1 through 18, Hunters Green Townhomes,  
being a portion of the Hendrix Machinery Company Tract, Chatham County,  
Georgia, as shown on that certain Subdivision Map prepared for LeRoy Moore  
by Hussey, Gay & Bell, in September, 1986, and recorded in the Office of  
the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map  
Book 7-S, Folio 81; and,

WHEREAS, said property is a portion of the overall development  
known and designated as "Georgetown";

NOW, THEREFORE, Declarants hereby declare that the said property,  
together with such additions as may hereafter be made thereto as provided  
in Article I, shall be held, transferred, sold, conveyed and occupied sub-  
ject to the covenants, restrictions, easements, charges and liens set forth  
in the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR GEORGETOWN"  
(Declaration), dated June 7, 1974, 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. Hunters  
Green shall be a "Parcel" of Georgetown as defined in said Declaration.

Filed For Record At 3:54 O'clock P.M. On The  
31 Day Of OCT 19 86  
Recorded in Record Book 106-E Folio 109  
On The 31 Day Of OCT 19 86  
CLERK SUPERIOR COURT CHATHAM CO. GA.

ARTICLE I

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 hereinabove. Said property (also referred to herein as "Parcel") is known as Hunters Green.

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

Section 3. Definitions. The definitions contained in the Declaration of Covenants and Restrictions for Georgetown are hereby specifically incorporated herein by reference, including but not limited to the definitions of lots, assessable living units, residences, and common area.

## ARTICLE II

### PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on the property shall be used exclusively for the purpose of:

(a) Improvements, maintenance and operation of Parcel Common Area in accordance with the provisions of this Supplementary Declaration and 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 to, street lighting, grass cutting and administrations.

Section 2. Method of Assessment. The assessment shall be levied by the Association against each lot in the Parcel, and collected and disbursed by the Georgetown Community Services Association. By a majority vote of the directors, the Board of Directors of the Georgetown Community Services Association shall fix the annual parcel assessment and date or dates such assessment becomes due, all of which is more specifically provided in the Declaration of Covenants and Restrictions for Georgetown.

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 V of the Declaration.

(b) Maximum Annual Assessment. Until January 1, 1987, the maximum annual Parcel Assessment shall be Twelve Dollars (\$12.00), payable in equal quarterly installments of Three Dollars (\$3.00) each.

Section 4. Parcel Committees. The Board of Directors of the Georgetown Community Services Association shall be appropriate resolution appoint such committees among the residents of the Parcel as it shall deem appropriate for the proper administration of the Parcel, including but not limited to a committee to make recommendations with reference to the Annual Parcel Assessment.

### ARTICLE III

#### 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 Hunters Green 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, promulgated and declared to be the Protective Covenants for Hunters Green. All lots in said Parcel 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. All lots contemplated in the Parcel shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn or other outbuilding shall be allowed on any portion of the Parcel at any time either temporarily or permanently.

Section 4. Freehold Estate. Each lot shall be conveyed as a

separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof and of the By-Laws of the Georgetown Community Services Association.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Residences on said lots to maintain during the period of construction and sale of said Residences, upon such portion of the property as the builder may deem necessary, such facilities as in the sole opinion of the builder may be reasonably required, convenient or incidental to the construction or sale of said Residences, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Residences, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Residence or any resident thereof.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the property which may endanger the health of or unreasonably disturb the Owner of any Residence or any resident thereof. No business activities of any kind whatever shall be conducted in any Building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the builder, his agents or assigns, during the construction and sale period.

Section 8. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to

accumulate thereon. All clotheslines shall be confined to patio area.

Section 9. Patios and Common Area. Except in the individual patios which are a part of the individual Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representatives. In addition to the right of ingress and egress, the Owners of Residences shall enjoy such uses of all of said property outside their respective Residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Parcel and is necessary for the protection of said Owners.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property in the Parcel or upon any structure situated upon the Parcel.

Section 11. Leasing of Residences. Entire Residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

Section 12. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the Parcel for ingress, egress, installation, replacement, repair and maintenance of all utility and services lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarants, the Association or the providing utility or service company to install and maintain facilities and equipment on said Parcel, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all lots and the roofs and exterior walls of all

residences and buildings, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Parcel except as programmed and approved by the Declarants prior to the conveyance of the first lot to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Properties which may be created by a separately recorded instrument or subdivision or other plat.

Section 13. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Parcel, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Architectural Review Board as established by the aforementioned Declaration of Covenants and Restrictions for Georgetown. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development of the properties.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Parcel and the General Common Area, as described in the Declaration, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable

admission and other fees for the use of any recreational facility situated upon the General Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner as provided in the Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants, who reside on the property.

## ARTICLE V

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Parcel and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.



Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachments. The common area, the individual lots and the residences built thereon shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the builder. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

## ARTICLE VI

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Administration for the Parcel shall be vested in the Georgetown Community Services Association, Inc. as provided in the Declaration. Every person who is a record Owner of a fee or undivided fee interest in any Residence which is subject to covenants of record to Assessment by the Association shall be a member of the Association. Included as a member of the Association is the builder so long as it is a record Owner as herein provided. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for membership in the Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association, together with his undivided interest in the funds and assets of the Association, shall automatically cease.

Section 2. Classes. The Association shall have classes of membership as provided in the Declaration. Owners of lots in Hunters Green shall be Class A members.

Section 3. Application of Declaration, By-Laws and Association Rules. All present and future owners, tenants and occupants of each lot shall be subject to and shall comply with the provisions of this Supplementary Declaration, the Declaration of Covenants and Restrictions for Georgetown, the By-laws and Rules and Regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such lot, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both or other appropriate relief maintained by the Board of Directors on behalf of the Association or in a proper case, an aggrieved owner himself.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 and of the Declaration of Covenants and Restrictions for Georgetown. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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.

Section 3. Amendment. The covenants and restrictions of this

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. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, as defined in the Declaration, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Inspection of Books and Records. Any first mortgagee or any owner shall have the right to examine the books and records of the Association within normal business hours.

IN WITNESS WHEREOF, the Declarants, Georgetown Associates and Leroy Moore have caused these presents to be duly executed by its authorized officers and its corporate seal affixed thereof, this 22nd day of October, 1986.

GEORGETOWN ASSOCIATES, a Georgia  
Limited Partnership

By: [Signature]  
Erwin A. Friedman, Gen. Partner

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public, Chatham County, Ga.  
DINA A. REED  
Notary Public, Chatham County, Ga.  
My Commission Expires May 9, 1989

[Signature] (L.S.)  
LEROY MOORE

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public, Chatham County, Ga.  
N.P.  
SEAL