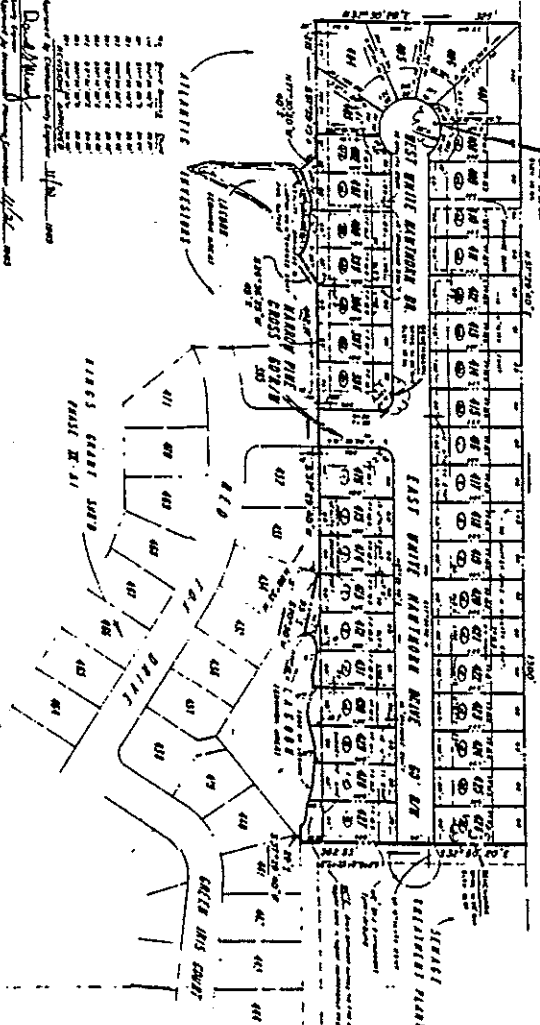


NOTICE  
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 10. 100

APPROVED  
 Approved by Atlantic States  
 Approved by Georgia Survey Engineers  
 Approved by Georgia Planning Commission  
 Approved by Georgia State Board of Survey



SEABOARD COAST LINE RAILROAD 150' WIDE



DETAILED MAP  
 A detailed map of the subdivision is available for sale at the office of the Surveyor General, State of Georgia, Savannah, Georgia.  
 Price \$1.00 per copy.  
 Plans may be seen at the office of the Surveyor General, Savannah, Georgia.  
 Telephone 4-1111

MUSSEY, GAY D. BELL  
 CONSULTING ENGINEER  
 SAVANNAH, GEORGIA

Scale: 1" = 400'

SMR Page

DATE: July 1, 1925

**KINGS GRANT SUBDIVISION**  
 BEING A PORTION OF THE NENORIC MACHINERY COMPANY TRACT  
 CHATTAHOOCHEE COUNTY, GEORGIA

ATLANTIC STATES DEVELOPMENT CORPORATION  
 405 EAST NEW STREET SAVANNAH, GEORGIA, 31408

REVISED PLAT



Approved by Georgia Survey Engineers: Gay D. Bell  
 Approved by Georgia Planning Commission: W. B. ...  
 Approved by Georgia State Board of Survey: ...  
 Approved by Atlantic States: ...  
 Approved by Georgia Survey Engineers: ...

ALL RIGHTS, TITLE, INTEREST, AND EQUITY IN THE ABOVE DESCRIBED TRACT ARE HEREBY ASSIGNED TO THE ATLANTIC STATES DEVELOPMENT CORPORATION.

WITNESSED my hand and seal of office this 1st day of July, 1925.  
 Surveyor General  
 State of Georgia

751  
2200

SUPPLEMENTARY DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

GEORGETOWN

KINGS GRANT ADDITION V

THIS SUPPLEMENTARY DECLARATION, made this 7th day of January, 1986, by ATLANTIC INVESTORS, LIMITED - SERIES II, a Georgia Limited Partnership, hereinafter referred to as the "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 the Chatham County, Georgia known as KINGS GRANT ADDITION V, according to a plat of survey made by Hussey, Gay & Bell and recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 6-S, Page 84, (hereinafter the "Subdivision Map") which plat by this reference is incorporated herein and made a part hereof. Said KINGS GRANT ADDITION V is hereinafter referred to as the "Subdivision" and the Lots in the Subdivision are hereinafter referred to as "Lots"; and,

WHEREAS, the Subdivision is to be a portion of the overall development known and designated as "Georgetown"; and,

WHEREAS, on June 7, 1974, 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, in accordance with Article II of the Declaration, the Developer has the right to subject the Subdivision to the Declaration; and,

WHEREAS, in accordance with Section 15 of Article I of the Declaration, the Developer has the right to file this Supplementary Declaration which contains complementary provisions applicable to the Subdivision.

NOW, THEREFORE, the Developer hereby declares that the Subdivision 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. Land Use and Building Type

a) No structure on any Lot shall be used for any purpose other than private residential use.

b) Only one (1) single family dwelling, not to exceed two and one-half stories in height, shall be erected on any Lot.

c) Any building erected upon any Lot shall be fully completed within Twelve (12) months from the date that construction is commenced on said building.

2. Architectural Control

a) No building shall be erected, placed or altered on any Lot until the building plans, specifications and a plan showing the location of such building have been approved by the Architectural Review Board in accordance with Article VI of the Declaration.

b) In reviewing said plans and specifications, the Architectural Review Board shall not utilize the "General Architectural Guidelines for Single Family Detached Dwellings in Georgetown", but the Architectural Review Board may, with the consent of the Developer, promulgate standards and guidelines

appropriate to the character of the Subdivision. However, the promulgation of said standards and guidelines shall not delay the procedure outlined in Section 4 of Article VI of the Declaration.

3. Dwelling Quality and Size.

a) The ground floor heated area of a single story dwelling located on any Lot shall not be less than 1,000 square feet. The ground floor heated area of a two story or a one and one-half story dwelling located on any Lot shall not be less than 600 square feet.

b) No dwelling shall be erected on any Lot without providing a parking space consisting of a durable surface sufficient in size to hold at least one standard automobile, exclusive of a surface driveway connecting said parking space with a street and permitting ingress and egress of an automobile.

4. Building Location.

a) No building shall be located on any Lot nearer to the Lot line or nearer to the side street line than the minimum building set back lines as shown on the Subdivision Map.

b) No dwelling shall be located on any Lot nearer than fifteen (15) feet from the dwelling located on the adjoining Lot, unless express permission has been given in writing by the Architectural Review Board; except that a two (2) foot side yard shall be required for a garage or other permitted accessory buildings located sixty (60) feet or more from the minimum building set back line.

c) No dwelling shall be located on any interior Lot nearer than twenty-five (25) feet to the rear Lot line; swimming pools, the highest projection of which shall not exceed three (3) feet and out-door fireplaces not to exceed six (6) feet in height may be erected and maintained within the rear set back line, but not nearer than fifteen (15) feet from the rear Lot line of any Lot.

d) Detached garages not more than one (1) story in height may be erected and maintained within the rear set back line, but not nearer than fifteen (15) feet from the rear line of any Lot.

e) No improvements may be placed in or upon land reserved for easements.

f) Notwithstanding anything contained herein to the contrary, for the purpose of this Paragraph, 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.

5. Easements

a) No title to any 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 to purchase, unless expressly so provided in such deed or contract to purchase.

b) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Map.

c) 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 easements for the purpose of carrying out of any of the purposes for which said easements, reservations and right-of-ways are reserved or may hereafter be reserved.

d) Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or shown on the Subdivision Map.

6. Temporary Structures

a) No structure of a temporary character, including but not limited to trailers, tents, shacks, garages, mobile homes, barns, or other out-buildings, shall be placed upon any Lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of a dwelling. However, temporary structures used by a contractor shall not be used as a residence and shall not be permitted to remain on the Lot after completion of construction.

7. Signs

No signs of any kind shall be displayed to the public view on any Lot except one (1) professionally made sign of not more than eight (8) square feet advertising the property for sale or rent or signs used by builders or construction lender: to advertise during the construction of a dwelling on a Lot.

8. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than three (3) dogs and no more than five (5) cats may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be confined to their owners' property.

9. 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 on any Lot except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. If such equipment is visible from any street, it must be kept in an area enclosed by a fence or well maintained hedge.

10. Sewage Disposal

No individual sewage disposal system shall be permitted on any Lot.

11. Fences

"Chainlink" fences shall not be permitted on any Lot. Only shadow box or privacy fences with heights of no less than six (6) feet to no more than eight (8) feet measuring from ground to top of fence shall be permitted on a Lot. All fences shall be in harmony with the main dwelling.

12. Vehicles

a) No commercial vehicle weighing over 3/4 tons shall be parked overnight in the Subdivision.

b) Boats or recreational vehicles shall be parked in the driveway of a Lot, however, said boats or recreational vehicles may not be parked in said driveway for more than three (3) consecutive days in any thirty (30) day period. Boats or recreational vehicles should be parked in an enclosed garage, in the RV vehicle Storage Area or concealed by a fence in the rear yard of a Lot.

c) No extended maintenance of vehicles, trailers, boats or motors, or engines of any description shall be allowed in the Subdivision. Also, no abandoned vehicles, trailers, or boats shall be allowed in the Subdivision.

13. Antennas

Visible antennas, satellite dishes or similar paraphernalia shall not be permitted in the Subdivision.

14. Other Equipment

Clothes lines, machinery (lawn mowers, etc.) and utility equipment on any Lot shall be concealed by a privacy fence. Items such as fishing nets and other items which constitute a disruption of the intent and harmony of the community shall not be permitted in the Subdivision.

15. Sight Distance at Intersection

No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above 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 streetlines, 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 trees 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.

16. Duration

The covenants and restrictions in this Supplementary Declaration shall run with and bind the land for a term or twenty (20) years from the date this 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 at the expiration of any ten (10) year extension term, the covenants and restrictions are expressly terminated by an instrument signed by not less than 75% of the owners of Lots and by the Developer as long as it owns any Lot or common area within the Subdivision. The termination must be recorded.

17. Amendment

This Supplementary 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 75% of the Lot owners. Any amendment must be recorded.

18. Conflicts

In the event of a conflict between provisions of this Supplementary Declaration and provisions of the Declaration and any standards and guidelines or rules, regulations or policies adopted pursuant to the Declaration, the provisions of this Supplementary Declaration shall be controlling.

19. Parcel Assessment

a) Parcel assessments for the Subdivision shall be used exclusively for the purpose of: (i) improvements, maintenance, and operation of property owned by the Georgetown Community Services Association, Inc. (hereinafter the "Association"), or by the Developer prior to conveyance to the Association in accordance with the provisions of the Declaration and used by residents of the Subdivision; and (ii) purchasing group services, in the Subdivision, including, but not limited to, lagoon maintenance, common area maintenance, street lighting, grass cutting and administration.

b) The parcel assessment shall be levied by the Association against Lots in the subdivision, and collected and disbursed by the Association. By a majority vote of the Directors of the Association, the Association shall fix the annual parcel assessment and date or dates such assessment becomes due.

c) The methods, procedures, rules and basis for the parcel assessment shall be the same as for the general assessment as set forth in the Declaration.

d) Until January 1st of the year following the commencement of the parcel assessment for the Subdivision, the maximum parcel assessment for the Subdivision shall be \$1.00.

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date:

ATLANTIC INVESTORS LIMITED - SERIES II  
A Georgia Limited Partnership

By: \_\_\_\_\_ (L.S.)  
MURRY S. MARSHALL  
General Partner