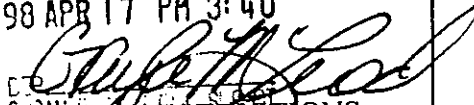


STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR OXFORD APARTMENTS, GEORGETOWN,  
CHATHAM COUNTY, GEORGIA

THIS DECLARATION is made and entered into this 21 day of October, 1997 by and between APT DEVELOPMENT GROUP OF SAVANNAH, LLC, a Georgia Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain parcel of real property located in Chatham County, Georgia, being known as Oxford Apartments, which property is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof; and

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

WHEREAS, said property was submitted to the Declaration of Covenants and Restrictions for Georgetown by Supplementary Declaration of Covenants and Restrictions for Georgetown dated May 31, 1995 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 172-Z, Page 496, re-recorded in Deed Record Book 173-Q, Page 349, aforesaid records.

NOW, THEREFORE, for and in consideration of the foregoing, the Developer hereby declares that the property described on Exhibit "A" attached hereto and by reference made a part hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the original Declaration, the above-mentioned Supplementary Declaration, and to the covenants, restrictions, easements, charges and liens set forth in this Supplementary Declaration.

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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 Chatham County, Georgia, is commonly known as Oxford Apartments, and is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (sometimes designated "Parcel")

ARTICLE II

ASSESSMENTS

Section 1. Each living unit within the multi-family residential apartment development shall be subject to an assessment by Georgetown Community Services Association, Inc. in such amount and on such bases as is determined by the Board of Directors of Georgetown Community Services Association, Inc. pursuant to Article V of Georgetown's General Declaration of Covenants and Restrictions, as amended, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 106-E, Folio 521. Pursuant to Article I, Section 10, of said General Declaration, a living unit in the apartment development shall be assessable at such time as it has been initially occupied; provided, however, that at such time as seventy-five (75%) percent of all living units projected to be in the apartment development have been initially occupied, every living unit shall be construed to be an assessable living unit.

Section 2. All sums as above set forth are payable to Georgetown Community Services Association, Inc. and the amounts so paid shall be administered by the Board of Directors of said Association and may be used to promote the recreation, health, safety and welfare of the residents of the property subject to the General Declaration and, in particular, to improve, maintain and operate the General Common Areas as defined in the General Declaration and the facilities located thereon.

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Section 3. Acceptance of a deed to the parcel shall be construed to be a covenant to pay all assessments levied by the Association. All such assessments, together with interest thereon and the costs of collection thereof as provided in the General Declaration, shall be a charge on the parcel and shall be a continuing lien upon the parcel against which each such assessment is made. Each such assessment, together with interest thereon and the cost of collection thereof (including attorney's fees), shall also be the personal obligation of the person who was the owner of such parcel at the time when the assessments are due.

Section 4. The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgage or lender of any sum secured by a properly recorded security deed or deed to secure debt on the land records of Chatham County, Georgia. Provided, further, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure, and nothing herein shall be construed to affect the rights given to the Association to enforce the collection of such assessments accruing either after a foreclosure sale has occurred or a deed in lieu of foreclosure has been duly executed and recorded.

### ARTICLE III

#### PROTECTIVE COVENANTS

Section 1. Land Use and Building Type. Oxford Apartments shall be a multi-family residential apartment development and shall be used for residential purposes only.

Section 2. Architectural Control. No building shall be erected, placed, or altered on the Parcel until the construction plans and specifications and a plan showing the locations of the structures have been approved by the Georgetown Architectural Review Board as to such factors as 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 the Parcel unless similarly approved. Approval procedure shall be as provided hereinafter.

Section 3. Easements. No structure of any kind shall be built, erected, or maintained upon any 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 obstructed nor be diverted from drainage or utility easements as designed above or on the recorded plat.

Section 4. Nuisances. No noxious or offensive activity shall be carried out upon any portion of the Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Recreational Vehicles and Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any portion of the Parcel 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 portion of the Parcel overnight.

Section 6. Signs. No signs of any kind shall be displayed to the public view on any portion of the Parcel 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.

Section 7. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Parcel, 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 8. Garbage and Refuse Disposal. No portion of the Parcel 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.

Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any portion of the Parcel.

Section 10. Architectural Review Board. The Parcel 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 under Section 4 of this Article, 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.

Section 11. Conducting of Business on the Parcel. No business of any kind whatsoever shall be carried on the Parcel. 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.

Section 12. Parcel Owner's Responsibility. The Parcel Owner shall be

responsible for:

- (a) Maintaining the Parcel and facilities, improvements and landscaping thereon including, but not limited to, walkways and parking areas.
- (b) Maintaining the roofs of the apartment buildings, including any necessary replacement or repair thereof.
- (c) Maintaining and repainting of exterior surfaces of apartment buildings, and fencing situated on the parcel, as such maintenance and repainting is required in order to preserve the attractiveness of the Parcel.
- (d) Keeping and maintaining adequate hazard and liability insurance on all improvements located on the Parcel.
- (e) Adopting reasonable rules relating to the use of the Parcel and any improvements thereon for the residents of the living units in the apartment development.

Section 13. Exterior Decorations. Residents of living units on the Parcel shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any portion of the apartment building, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof, patios, or balconies, or any part thereof, or exposed on or at any window, without the prior written consent of the Association's Board of Directors and/or Architectural Review Board.

ARTICLE IV

DEVELOPMENT FEES

Developer shall pay the Association the sum of \$300.00 for each building within the Parcel contemporaneously herewith as a Development Fee. Said Development Fee shall be used by the Association in meeting the 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.

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This provision shall apply to and be binding upon and enforceable against the Parcel, as well as against the Owner of the Parcel, together with the Owner's successors and/or assigns. This provision shall apply to and be binding upon and be enforceable against the Parcel, as well as against the Owner of the Parcel, together with the Owner's successors and/or assigns.

## 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 the Parcel Owner and the Developer. A termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Parcel Owner and the Association. The amendment must be recorded.

Section 3. 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, structure, building, thing or condition that may be or exists thereon contrary to this Supplemental Declaration

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and to the General Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the ARB or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the ARB or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive. Any violation shall not result in a forfeiture or reversion of title.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

Declarant hereby adopts the review procedure and enforcement procedures of the Association as is set out in the Association's Architectural Guidelines.

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.

Section 5. No Subdivision. The parcel may not be subdivided into smaller parcels, nor any portion thereof separately sold or otherwise transferred.



APT Development Group of Savannah, LLC.  
IN WITNESS WHEREOF, ~~Georgetown Community Services Association, Inc.~~ and

Georgetown Community Services Association, Inc. have caused these presents to be duly executed as of the day and year first above written.

APT DEVELOPMENT GROUP OF SAVANNAH, LLC, a Georgia Limited Liability Company

By: [Signature]  
RICHARD A. FITZER, II, Member

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

AGREED AND CONSENTED TO:  
GEORGETOWN COMMUNITY SERVICES ASSOCIATION, INC.

By: [Signature]  
Title: 3-16-98

Attest: [Signature]  
Title: 4-16-98

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
JANE K. WALLACE  
Notary Public, Chatham County, GA.  
My Commission Expires August 8, 2000

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EXHIBIT "A"  
PROPERTY DESCRIPTION

All that certain lot, tract or parcel of land situate, lying and being 2.70 acres of a portion of Georgetown, Chatham County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the northern boundary line of the right of way of St. Ives Drive and the eastern boundary line of the right of way of King George Boulevard, and proceeding thence North 07° 09' 50" West a distance of 659.28 feet to a point marked by a found old stone which marks the POINT OF BEGINNING of the property herein described; proceeding thence North 07° 03' 50" West a distance of 121.73 feet to a point marked by a set iron pin; proceeding thence along a curve to the right along the eastern boundary line of the right of way of King George Boulevard an arc distance of 422.67 feet and a chord distance of 400.48 feet to a point; proceeding thence South 90° 47' 50" East a distance of 21.34 feet to a point marked by a set iron pin; proceeding thence South 07° 44' 35" East a distance of 153.05 feet to a point marked by a set iron pin; proceeding thence South 22° 05' 35" East a distance of 163.17 feet to a point; proceeding thence North 87° 35' 35" West a distance of 506.07 feet to a point marked by a found old stone which marks the POINT OF BEGINNING of the property herein described.

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Saving and excepting therefrom that portion of said property dedicated to Chatham County as a 60 foot right of way known as Dukes Way and being more particularly described on that certain Subdivision Map of Wexford Subdivision, Phase 1 being a portion of the lands of Georgian Walk Development Group, 6th G.M. District, Chatham County, Georgia, prepared for Georgia Walk Development Group by Hussey, Gay, Bell & DeYoung Consulting Engineers on January 5, 1994, revised May 1, 1995, and recorded in Subdivision Map Book 12-S, Page 97 of the records of the Clerk of Superior Court of Chatham County, Georgia.

For a more particular description of the above described property, reference is made to that certain plat of Lot 13 and portions of Lots 9, 10, 11 and 12 of the D. H. Ulmer Land, 6th G.M. District, Chatham County, Georgia prepared by Hussey, Gay, Bell & DeYoung Consulting Engineers on March 17, 1994, revised May 20, 1994, and recorded in Plat Record Book 13-P, Page 48, aforesaid records, and to the above referenced Subdivision Map of Wexford Subdivision, Phase 1.

**SUBJECT, HOWEVER,** to all valid easements, restrictions and rights of way of record.