

STATE OF GEORGIA  
COUNTY OF CHATHAM

6 455

SUPPLEMENTARY DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR PARCEL C OF GEORGETOWN,

THIS DECLARATION, made this 8<sup>th</sup> day of JUNE  
1976, by GEORGETOWN ASSOCIATES, A Georgia Limited Partnership,  
hereinafter called "Developer".

W I T N E S S E T H

WHEREAS, Developer is the owner of that certain tract  
or parcel of real property located in Chatham County, Georgia,  
being five (5) acres, more or less, and being more particularly  
described on that certain 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";

NOW, THEREFORE, Developer hereby declares 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 subject 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 Super-  
ior 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.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property

FRIEDMAN,  
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57 STATE STREET  
ANNAS, GEORGIA

*For Original Declaration See 103-61-207*

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 in Exhibit "A" hereto attached. Said property is hereby designated as Parcel C of Georgetown.

Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Developer filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

## ARTICLE II

### PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on Parcel C 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 owners of the Parcel;

(b) Purchasing group services, including but not limited to street lighting, grass cutting and administration.

Section 2. Method of Assessment. The assessment shall be levied by the Association against the property in the Parcel, and collected and disbursed by the Association. By a majority vote of the directors, the Board shall fix the annual parcel assessment and date or dates such assessment becomes due.

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 of the year following commencement of the Parcel Assessment for Parcel C, the maximum annual Parcel Assessment

for Parcel C shall be \$12.00.

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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 Georgetown 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 Parcel C of Georgetown. The real property consisting 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. No portion of the property shall be used except for religious or educational purposes, including but not limited to, parsonages, churches and schools.

Section 4. Architectural Control. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Review Board as to 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 property nearer to any street than the rear or side of the completed building unless similarly approved. Approval procedure shall be as provided in Section 16 of this Article.

FRIEDMAN,  
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WEINER, P.C.  
145 EAST STATE STREET  
VANNAH, GEORGIA

Section 5. Dwelling Cost, Quality and Size. No dwelling, except as provided hereinafter for parsonages, shall be permitted on the property if cost of construction is less than \$75,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure 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 area of a dwelling located on the property in said parcel shall not be less than 4,000 square feet; provided, however, that temporary structures of any size may be used on the property as provided in Section 9 of this Article.

No dwelling constructed for use as a parsonage, rectory, monastery, seminary or convent shall be permitted on the property if cost of construction is less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded. The ground floor living area of such a single story dwelling located on the property shall not be less than 1,300 square feet unless said dwelling shall not have a closed parking garage or unenclosed carport, in which case the said minimum ground floor living area shall be 1,500 square feet. In case of such a two story or a one and one-half story dwelling located on the property, the ground floor living area shall not be less than 1,000 square feet. The ground floor living area shall not include carports, garages, porches, patios, exterior storage rooms or other unfinished areas. It is provided, however, that temporary structures of any size may be used on the property as provided in Section 9 of this Article.

Section 6. Building Location. No building shall be located on Parcel C nearer than 50 feet to the front property line, or nearer than 30 feet to any side street line. No dwelling shall be located nearer than 25 feet to the rear property line. No improvements may be placed in or upon land reserved

for easements.

Section 7. Easements. No title to 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 of purchase, unless expressly so provided in such deed or contract of purchase.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

No dwelling or structure of any kind shall be built, erected or maintained upon any such 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 described above or on the recorded plat.

Section 8. Nuisances. No noxious or offensive activity shall be carried upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the property at any time either temporarily or permanently, without the prior written approval of the Architectural Review Board.

Section 10. Signs. Any sign of any kind which shall

be erected on the property and displayed to the public view shall first be approved by the Georgetown Architectural Review Board as to size, design and appearance.

Section 11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property.

Section 12. Garbage and Refuse Disposal. No portion of the property 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 clean and sanitary condition.

Section 13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner of the property 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 sight line 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 trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Architectural Review Board. Parcel C 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 30 days after the plans and specifications have been submitted to it under Section 4 of this Article, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV  
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 property owners and by the Developer, as long as it owns any lot or common area within Georgetown. A termination must be recorded.

Section 2. Amendment. This 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 Georgetown, and by the property owners. Any amendment must be recorded.

Section 3. Enforcement. The Association, any owner, or the Developer, shall have the right to enforce, by a 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.

Section 4. Severability. Invalidation of any one of

FRIEDMAN,  
HASLAM &  
WEINER, P.C.  
37 STATE STREET  
UNION, GEORGIA

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.

IN WITNESS WHEREOF, the Developer, Georgetown Associates, A Limited Partnership under the laws of the State of Georgia, has caused these presents to be duly executed by its authorized General Partner, this 8<sup>th</sup> day of June, 1976.

GEORGETOWN ASSOCIATES,  
A Georgia Limited Partnership

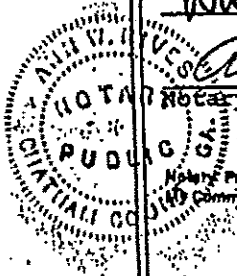
By: [Signature]  
General Partner

Signed, sealed and delivered  
in the presence of:

[Signature]

[Signature]

Notary Public, Chatham County,  
Georgia



ANN W. RIVES  
Notary Public, Chatham County, Ga.  
Commission Expires Jan. 20, 1979

FRIEDMAN,  
HASLAM &  
WEINER, P.C.  
17 STATE STREET  
ANNAN, GEORGIA