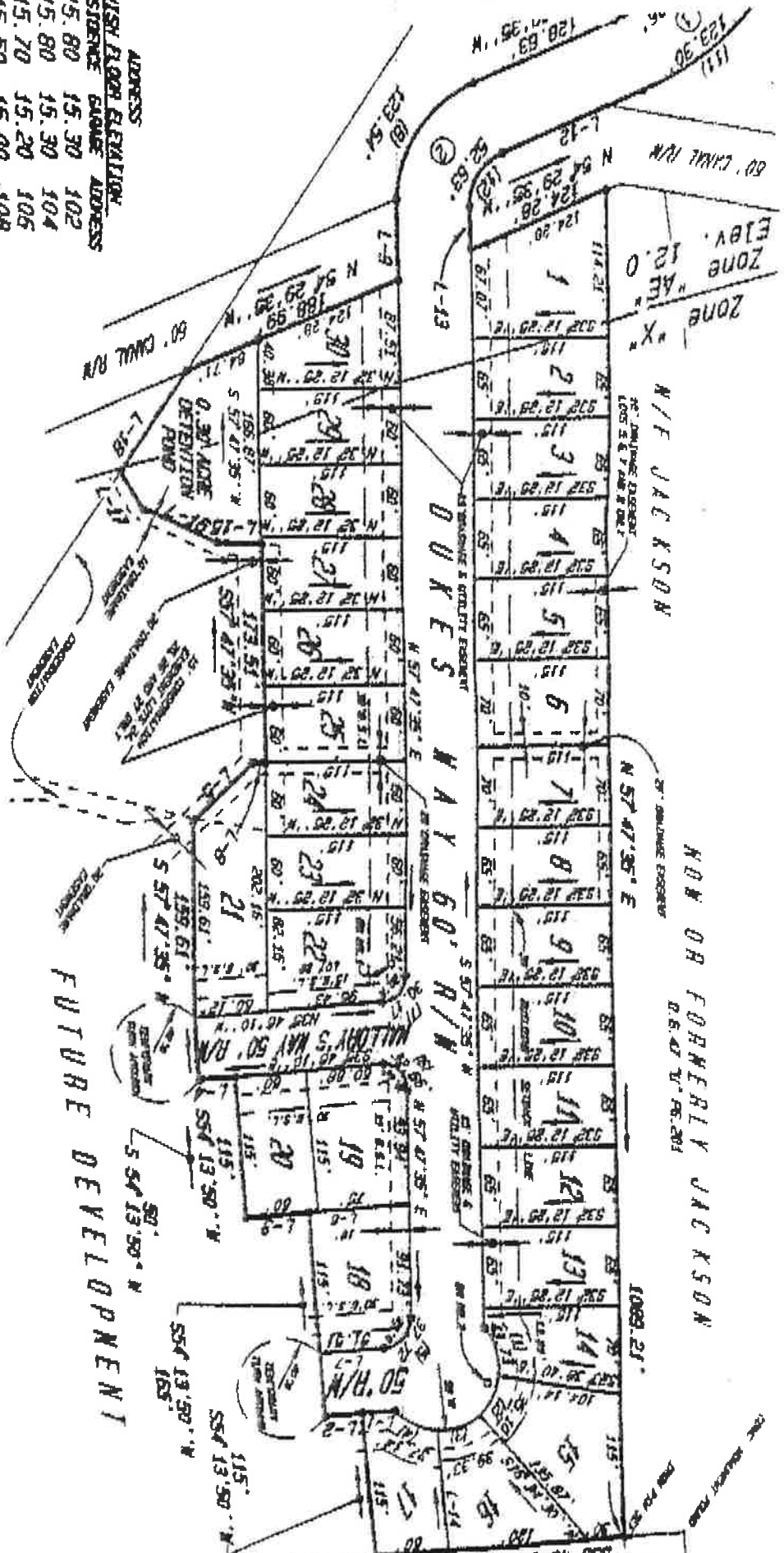


LOT	RESIDENCE	GAUGE	ADDRESS
1	15.80	15.30	102
2	15.80	15.30	104
3	15.70	15.20	105
4	15.50	15.00	108
5	15.00	14.50	110
6	15.00	14.50	112
7	15.00	14.50	114
8	15.00	14.50	116
9	15.50	15.00	118
10	16.50	16.00	120
11	16.60	16.10	122
12	16.60	16.10	124
13	16.60	16.10	126
14	16.60	16.10	128
15	16.60	16.10	130
16	16.70	16.20	132
17	16.90	16.40	134
18	16.60	16.10	137
19	16.60	16.10	2
20	16.60	16.10	4
21	16.70	16.20	5
22	16.5	16.00	117
23	15.50	15.00	115
24	15.00	14.50	113



WEXFORD SUBDIVISION

N/I JACKSON
 NOW OR FORMERLY JACKSON
 D.S. 47 T. 16. 201

FUTURE DEVELOPMENT

Return to: William W. Shearouse, Jr.
PO Box 10105
Savannah, GA 31412-0305
912/233-2251

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
Portions of the D. H. Ulmer Land, 6th G.M. District, Chatham
County, Georgia, as shown at Plat Record Book 13, page 49,
Chatham County, Georgia

THIS DECLARATION, made this 31 day of May, 1995, by GEORGIAN WALK DEVELOPMENT GROUP, INC., a Georgia Corporation, hereinafter referred to as "Developer", and GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter referred to as "Original Developer".

W I T N E S S E T H :

WHEREAS, Georgian Walk Development Group, Inc. is the owner of that certain parcel of real property located in Chatham County, Georgia, known as portions of the D. H. Ulmer tract, 6th G.M. District, Chatham County, Georgia, a map or plat of which is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book 13, Page 49, to which map reference is made for a more detailed description of said property (hereinafter referred to as the "Property"); 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 Deed Record Book 106-E, Folio 521 (hereinafter referred to as the "Declaration"); and

WHEREAS, in accordance with Article II of the Declaration, the Original Developer has the right to submit to the Declaration property which is contiguous with the land area represented by the General Plan of Development as described in Exhibit "A" to said Declaration; and

WHEREAS, the above-described Property owned by the Developer is contiguous with the land area represented by the General Plan of Development as described in Exhibit "A" of the Declaration.

NOW, THEREFORE, the Original Developer and the Developer hereby declare that the above-described Property owned by the

Developer 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 and in future supplementary declarations to be recorded for each phase of the development of the Property.

The Developer acknowledges that with exception of those rights and obligations which are granted to, or imposed upon, it pursuant to the terms of the above-mentioned Declaration of Covenants and Restrictions for Georgetown, as amended, by virtue of its status as a participating builder or owner of the above-described Property which has been made subject to said Declaration, it shall not be viewed as holding the status of the "Developer" as that term is defined in said Declaration and shall not have any of the rights which are granted to the Developer in said Declaration by virtue of such status. The Developer declares that each successor in title of it with respect to any part of the Property, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges created by this Supplementary Declaration. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall be binding and inure to the benefit of any person having any interest or estate in the Property or any portion thereof.

IN WITNESS WHEREOF, Georgian Walk Development Group, Inc. and Georgetown Associates, have caused these presents to be duly executed as of the day and year first above written.

GEORGIAN WALK DEVELOPMENT GROUP,
INC., A Georgia Corporation

Signed, sealed and delivered
in the presence of:

Witness

Marie D. Duschnes
Notary Public

MARIE D. DUSCHNES
Notary Public, Chatham County, Ga.
My Commission Expires July 15, 1996

By:

Attest:

[Signature]

[Signature]

GEORGETOWN ASSOCIATES, A Georgia
Limited Partnership

Signed, sealed and delivered
in the presence of:

By: [Signature]
GEN. PART.

[Signature]
Witness

Attest: [Signature]

[Signature]
Notary Public

LESLIE W. KENNEDY
Notary Public, Chatham County, Ga.
My Commission Expires Apr. 11, 1997.

AGREED AND CONSENTED TO:

GEORGETOWN COMMUNITY SERVICES
ASSOCIATION, INC.

By: [Signature]
Title: Pres.

Attest: [Signature]
Title: _____

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

MARIE D. DUSCHNES
Notary Public, Chatham County, Ga.
My Commission Expires July 15, 1996

Return to: William W. Shearouse, Jr.
Post Office Box 10105
Savannah, GA 31412-0305
(912) 233-2251

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GEORGETOWN
WEXFORD SUBDIVISION, PHASE I-A

THIS DECLARATION, made this 31 day of May, 1995, by and between GEORGIAN WALK DEVELOPMENT GROUP, INC., a Georgia Corporation hereinafter referred to as "Developer", and GEORGETOWN ASSOCIATES, a Georgia Limited Partnership, hereinafter referred to as "Original Developer".

W I T N E S S E T H :

WHEREAS, Georgian Walk Development Group, Inc. is the owner of that certain parcel of real property located in Chatham County, Georgia, known as WEXFORD SUBDIVISION PHASE I-A, a map or plat of which is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 14-5, Page 96, to which map reference is made for a more detailed description of said property (said Wexford Subdivision Phase I-A hereinafter referred to as the "Subdivision" and the lots in the Subdivision being hereinafter referred to as the "Lots"); and

WHEREAS, said Subdivision is 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 Deed Record Book 106-E, Folio 521 (hereinafter referred to as the "Declaration"); and

WHEREAS, on May 31, 1995, in accordance with Article II of the Declaration, the Original Developer and the Developer declared that the property from which the Subdivision is derived would be held, transferred, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and in future supplementary declarations to be recorded for each phase of the development of the property, said declaration being filed for record and recorded on May 31, 1995 in the Office

of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book _____, Folio _____.

NOW, THEREFORE, the Original Developer and the Developer hereby declare 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, the above-mentioned declaration dated May 31, 1995, and to the covenants, restrictions, easements, charges, and liens set forth in this Supplementary Declaration.

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, and is more particularly described on said subdivision map. Said property shall be known as WEXFORD SUBDIVISION PHASE I-A (sometimes designated "Parcel").

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on WEXFORD SUBDIVISION, PHASE I-A, 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 to grass cutting and administration.

Section 2. Method of Assessment. 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.

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 IV of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the year following commencement of the Parcel Assessment for WEXFORD SUBDIVISION, PHASE I-A, the maximum Parcel Assessment for Parcel shall be \$224.16.

ARTICLE III

LAGOON ASSESSMENTS

Section 1. Purpose of Assessment. Lagoon assessments on Wexford Subdivision, Phase I-A, shall be use exclusively for the purpose of improvement and maintenance of the ponds and/or lagoons owned by the Association in Wexford Subdivision.

Section 2. Method of Assessment. 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.

(a) Basis of Assessment. The Board of Directors may increase the lagoon assessment by a factor of not more than 5% 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.

(b) Maximum Annual Lagoon Assessment. Until January 1 of the year following the commencement of the lagoon assessment for Wexford Subdivision, Phase I-A, the maximum lagoon assessment shall be \$60.00.

ARTICLE IV

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Developer and Association and to each and every person who shall hereafter purchase any lot in WEXFORD SUBDIVISION, PHASE

I-A, 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 protective covenants set forth below are hereby established, promulgated and declared to be the Protective Covenants for WEXFORD SUBDIVISION, PHASE I-A. All lots in said subdivision 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 and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

Section 4. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing location of the structure 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 any lot unless similarly approved. Approval procedure shall be as provided in Section 16 of this Article.

Section 5. Dwelling Cost, 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 the covenant 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 living area of a single story dwelling located on any lot in the subdivision (except as provided hereinafter) shall not be less than 1,350 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 700 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.

Section 6. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer to any interior lot line than 5 feet unless express permission has been given in writing by the Architectural Review Board, in which case the minimum side yard may be reduced in exceptional circumstances; except that a 2 foot side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line; swimming pools, the highest projection of which shall not exceed 3 feet, and outdoor fireplaces not to exceed 6 feet in height, may be erected and maintained within the rear setback, but not nearer than 10 feet from the rear lot line of any lot. Detached garages not more than one story in height may be

ected and maintained within the rear setback, but not nearer than 10 feet from the rear line of any lot. No improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves, steps or uncovered patios shall not be considered as a 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.

Section 7. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6,900 square feet, and the average lot size within the subdivision shall be 7,400 square feet. The minimum width of any lot at the front set back line shall be as shown on the approved and recorded subdivision map.

Section 8. 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 purchase.

No dwelling house, garage, outbuilding or other 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 designed above or on the recorded plat.

Section 9. 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.

Section 10. 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.

Section 11. 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.

Section 12. 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.

Section 13. 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.

Section 14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 15. 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.

Section 16. 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 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 17. 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.

Section 18. 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.

Section 19. 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.

ARTICLE V

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.

ARTICLE VI

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 successor to all or substantially all of its business of developing the Subdivision and Phase as well as the Property being sold.

ARTICLE VII

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 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.

Section 2. 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.

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

...ary Declaration. Failure to enforce
...tion herein contained shall in no event be
...right to do so thereafter.

...r violation of any of the covenants,
...tions, servitudes and easements of the
...on and the General Declaration shall give to
...he ARB, and to the Association, jointly and
...to immediate entry upon the property upon
...exists, and summarily to abate and remove, at
...owner thereof, any erection, structure,
...dition that may be or exists thereon contrary
...Declaration and to the General Declaration,
...and meaning of the provisions hereof, and
...ARB or the Association shall not thereby be
...anner of trespass for such entry, abatement,
...the Declarant or the ARB or the Association
...ges occasioned thereby. The result of every
...mission, or the violation of any covenant,
...ion, servitude and easement hereof, whether
...ction, reservation servitude and easement is
...in part, is hereby declared to be and to
..., and every remedy allowed by law or equity
...ither public or private, shall be applicable
...er of any lot, and may be prohibited and
...1. Such remedy shall be deemed cumulative and
...iolation shall not result in a forfeiture or

...ction, suit or other judicial proceeding is
...t for the enforcement of these covenants,
...tions, servitudes and easements, the losing
...ation shall pay all expenses, including a
...s fee, incurred by the other party in such

ATTORNEY