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DEP. *Doris Stephens*
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STATE OF GEORGIA)
COUNTY OF CHATHAM)

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SETTLEMENT ON WILMINGTON SUBDIVISION,
PHASE 1 AND PHASE 2 433

THIS GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS made and published this 18 day of SEPTEMBER, 1995 by KONTER DEVELOPMENT COMPANY, INC., and KONTER HOMES, INC., Georgia Corporations, hereinafter referred to as "Declarant", having principal offices in Chatham County, Georgia.

W I T N E S S E T H :

WHEREAS, said KONTER DEVELOPMENT COMPANY, INC., and KONTER HOMES, INC., Georgia Corporations, are the owners of all those certain lots, tracts, or parcels of land situate, lying and being in Chatham County, Georgia and being known and designated as Lots One (1) through Six (6), both inclusive, THE SETTLEMENT ON WILMINGTON SUBDIVISION, PHASE 1, recorded in Subdivision Map Book 14-S, Folio 85, of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia and Lots Seven (7) through Forty (40), both inclusive, the Settlement of Wilmington Subdivision, Phase 2, recorded in Subdivision Map Book 15-S, Folio 32 in the records in the Office Clerk of the Superior Court of Chatham County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall

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hereafter purchase any Lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant has caused to be created a non-profit Georgia corporation, The Settlement on Wilmington Owners' Association, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said Subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant until the 31st day of December, 2019, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

PARAGRAPH 1

DEFINITION OF TERMS USED HEREIN

1.1 DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to KONTER DEVELOPMENT COMPANY, INC., a Georgia Corporation and KONTER HOMES, INC., a Georgia Corporation.

1.2 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

1.3 Lot. The word "Lot" wherever used in this Declaration means and refers to Lots One (1) through Forty (40), both inclusive, as shown on the plats. The numbers following the word Lot refer to the particular lot or lots so numbered on the aforesaid plat.

1.4 SAID PLAT/SAID SUBDIVISION MAP. The words "Said Plat" or "Said Subdivision Map" wherever used in this Declaration meaning and referred to the Plats which are recorded in Subdivision

Map Book 14-S, Folio 85, and Subdivision Map 15-S, Folio 32 of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.5 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to The Settlement on Wilmington Owners' Association, Inc., its successors and assigns.

1.6 SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.

1.7 SETBACK. The word "Setback" wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.

1.8 COMMON PROPERTIES. The words "Common Properties" wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements thereon, and any person property or equipment, with respect to which the Developer grants, assigns, or conveys to the Association, title, interest in, or rights of use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing.

1.9 OWNER. The word "Owner" wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate

or interest which is most nearly equivalent to a fee simple title, to any Lot or dwelling house situated upon said property, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.10 MEMBER. The word "Member" wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

1.11 STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, or circle.

1.12 ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

1.13 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a group of not more than three persons not all so related, maintaining a common household in a dwelling house.

1.14 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers to The Settlement on

Wilmington Subdivision, Phase 1 and Phase 2.

PARAGRAPH II

USES PROHIBITED AND PERMITTED

2.1 Said property shall not be used, nor shall any portion thereof be used, for any purposes other than single family residence purposes.

2.2 No building, other than a detached single family dwelling house, shall be erected, constructed, or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house. A private garage for the use of the owners or occupants of the Lot for which the garage is erected may be incorporated in and made a part of such private dwelling.

2.3 No dwelling house more than two stories in height shall be erected, constructed, or maintained on Lots One (1) through Six (6), both inclusive.

2.4 It is the intention and purpose of these covenants to ensure that all dwellings shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Committee.

2.5 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. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration.

2.6 The location of each dwelling and other structures on a Lot shall be subject to approval in writing by the Architectural Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth herein.

2.7 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 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.

2.8 No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on said

property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten or nursery school, sanitarium, beauty shop, barber shop, asylum, or institution, and no noxious, dangerous, or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. 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.

2.9 Except as otherwise set forth herein, no animals, birds or fowl, including but not limited to, hogs, cattle, roosters, guinea hens, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose.

2.10 Except as otherwise set forth herein, domesticated animals may be kept on any part of said property in reasonable numbers as pets for the pleasure of the occupants of said property. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. The prevailing

Chatham County Leash Ordinance shall apply to such domesticated animals provided, however, the following animals shall not be kept or maintained on part of said property for any purpose: cattle, roosters, cows, goats and sheep.

2.11 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

2.12 The following vehicles may be kept or stored on any Lot without restriction: cars, pickup trucks, jeeps and vans.

2.13 Boat trailers, utility trailers, campers, recreational vehicles and motorcycles must be stored in an enclosed storage facility that screens the vehicles from the street in front of the subject Lot or be situated behind the dwelling house where the vehicles cannot be seen from the street in front of the subject Lot.

2.14 Except for shallow wells installed for landscape irrigation, no well shall be constructed or maintained on any Lot whenever water connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Chatham County, Georgia and/or the State Health Department of Georgia.

2.15 No septic sewage disposal system shall be constructed or maintained on any Lot whenever sewer connections and facilities are available to the Lot and such system is in

accordance with the requirements, standards and regulations of Chatham County, Georgia and/or the State Health Department of Georgia.

2.16 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.17 No fences shall be permitted on said property except as hereinafter provided and only upon the approval of the Architectural Control Committee hereinafter provided.

2.18 Trash, garbage, or other waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

PARAGRAPH III

ARCHITECTURAL CONTROL COMMITTEE

3.1 Declarant's objectives are to carry out the general purposes expressed in this Declaration; to prohibit any improvement or change in the properties which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to