

RETURN TO:  
 ERWIN A. FRIEDMAN  
 5602 WATERS AVE  
 SAVANNAH, GA 31404  
 STATE OF GEORGIA  
 COUNTY OF CHATHAM

Clock#: 264340  
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4/30/2002 03:33pm

PAID: 24.00

Susan D. Prouse, Clerk  
 Superior Court of Chatham County  
 Chatham County, Georgia

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR RICE MILL PLANTATION, PHASE 6-E**

**THIS DECLARATION**, made this 25th day of April, 2002, by **SOUTHERN WOODS DEVELOPMENT, LLC**, hereinafter called "Developer".

**WITNESSETH**

**WHEREAS**, Developer is the owner of that certain parcel of real property located in Chatham County, Georgia, known as Rice Mill Plantation, Phase 6-E, 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 245 Page 37, to which map reference is made for a more detailed description of said property.

**NOW THEREFORE**, Developer hereby declares that the said Subdivision, and each lot located therein, together with such additions as any 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 hereinafter in this Declaration.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1. Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Chatham County, Georgia, and is more particularly described on said subdivision map. Said property shall be known as Rice Mill Plantation, Phase 6-E (sometimes designed "Parcel").

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

## ARTICLE II PROTECTIVE COVENANTS

**Section 1.** **General.** It is to the interest, benefit and advantage of Developer, and to each and every person who shall hereafter purchase any lot in Rice Mill Plantation, Phase 6-E, that certain protective covenants governing and regulating the use of 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 this Declaration of Covenants and Restrictions for Rice Mill Plantation, Phase 6-E, the Developer has established the protective covenants set forth below which are hereby established, promulgated and declared to be the Protective Covenants for Rice Mill Plantation, Phase 6-E. 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 (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage or carport for not more than three (3) cars.

BOOK  
234  
PAGE  
2618

**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 Architectural Review Board as to quality of design, construction and materials, harmony and compatibility of external design with neighboring structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on or adjoining any lot unless similarly approved. No lot shall be cleared or trees removed without prior approval of a general lot clearing plan by the Architectural Review Board in the form of a clearing permit; provided, however, no tree survey shall be required for such purpose. Approval procedure is provided in Section 16 of this Article.

BOOK  
234 2 619  
PAGE

**Section 5. Dwelling Quality and Size.** The heated and cooled area of a dwelling located on any lot in the subdivision shall not be less than 2,000 square feet. The heated and cooled living area shall not include garages, porches, patios, exterior storage rooms or other unfinished areas, but shall include "bonus rooms," above garage or elsewhere, if heated and cooled. No dwelling house shall be erected without providing parking and garage space consisting of an enclosed surfaced area sufficient in size to hold at least two (2) standard automobiles, and a surfaced driveway connecting the parking area 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 thirty (30) feet from the front lot line, or nearer than fifteen (15) feet from any side street line, unless otherwise noted

on the recorded plat for Phase 6-E. No building shall be located nearer than fifteen (15) feet to an interior lot line; except than a ten (10) foot side yard shall be required for a garage or other permitted accessory building located one hundred (100) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. Swimming pools, the height projection of which shall not exceed three (3) feet, and outdoor fireplaces not to exceed six (6) feet in height, may be erected and maintained within the rear setback, but not nearer than twenty (20) feet to the rear lot line of any lot. Detached garages not more than one (1) story in height may be erected and maintained within the rear setback, but not nearer than twenty (20) feet to the rear line of any lot. For the purpose of this covenant, eaves, 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.

BOOK  
234 2  
PAGE  
620

**Section 7. Lot Area and Width.** No dwelling shall be erected or placed on any lot having an area of less than fifteen thousand (15,000) square feet. The minimum width of any lot at the front setback line shall be one hundred (100) feet, except where shown differently on said recorded subdivision plat.

**Section 8. Easement.** 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 for purchase.

Easements for ingress and egress and for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 right of way are reserved, or may hereafter be reserved.

BOOK  
234 2  
PAGE  
621

Drainage flow shall not be constructed or diverted from drainage or utility easements as shown on the recorded subdivision plat.

**Section 9. Nuisances.** No noxious or offensive activity shall be carried 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, 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 street overnight or on any lot at any time unless stored in an enclosed garage.

**Section 11. Signs.** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than eight (8) 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 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 clean and sanitary condition.

**Section 14. Sewage Disposal.** Individual sewage disposal systems shall not be permitted on any lot.

**Section 15. Sight Disturbance at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (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 twenty-five (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 ten (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, which

BOOK  
234 2  
PAGE  
622

Board shall consist of the Developer, and Steve Hall. Decisions made by the Board shall be by majority vote. 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 a submission within thirty (30) days after 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.

BOOK  
234 2  
PAGE  
623

### ARTICLE III GENERAL PROVISIONS

**Section 1.** **Duration.** The covenants and restrictions of this 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 (20) years term or of any ten (10) year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75) percent of the Owners of lots within this Subdivision and by the Developer, as long as it owns any lot 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 within the subdivision; and (2) not less than seventy-five (75) percent of the lot owners within this subdivision. Any amendment must be recorded.

**Section 3.** **Enforcement.** Any lot owner, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now and hereafter imposed by the provisions of

this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, SOUTHERN WOODS DEVELOPMENT, LLC, a Georgia Limited Liability Company, has caused these presents to be duly executed by its authorized member the 25th day of April, 2002.

BOOK  
234 2  
PAGE  
624

SOUTHERN WOODS DEVELOPMENT, LLC

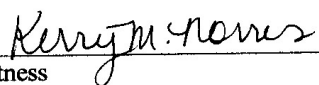
By: SAVANNAH LAND COMPANY, Member

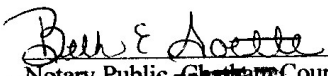
By:   
Its Vice President

Attest:   
Its Assistant Secretary

CORPORATE  
SEAL

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public, Chatham County, GA  
BETH E. GOETTLE  
Notary Public, Chatham County, GA  
My Commission Expires June 15, 2004

