

SUPPLEMENTAL DECLARATION AND ANNEXATION TO SUGARMILL PLANTATION  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MADISON SQUARE SUBDIVISION

This Supplemental Declaration is made this 27<sup>th</sup> day of June, 1995, by SugarMill Holding Company, Inc., ("Declarant"), and William B. Gross, ("Owner").

RECITALS

A. Owner is the owner of a certain parcel of real property located in the City of St. Marys, 29th G. M. District, Camden County, Georgia, more particularly described as follows, to-wit:

All that lot tract or parcel of land, situate, lying and being in the City of St. Marys, 29th G. M. District, Camden County, Georgia, being more fully and particularly described as all of Madison Square Subdivision as shown by that certain plat of Madison Square Subdivision, prepared for W. B. Gross, dated September 12, 1994, certified and approved by Ben Brandon, Jr., Georgia Registered Land Surveyor No. 2053, a copy of said plat being recorded in Plat Drawer "10", Map No. 284, Camden County Public Land Records, said plat by this reference being incorporated herein for descriptive and all other purposes.

B. Pursuant to the provisions of that certain SugarMill Plantation Declaration of Covenants, Conditions, Restrictions and Easements (Residential) recorded in Record Book "304", page 13, Camden County Public Land Records, as amended ("Declaration"), Declarant is authorized to annex certain land to the covenants, conditions and restrictions of the Declaration.

C. Owner and Declarant desires to subject the Subdivision to the Declaration and to subject the Subdivision to the additional covenants as more fully set forth herein.

NOW, THEREFORE in consideration of the premises, the Declarant hereby declares:

1.

Annexation

The Subdivision is hereby subjected to all terms and conditions of the Declaration, and the Subdivision constitutes "Additional Property" which by annexation pursuant to this Supplemental Declaration is to be deemed for all purposes to constitute "Property" as set forth in the Declaration. The Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration not in conflict with the Supplemental Declaration which are for the purpose of protecting the value and desirability of all the land which from time to time shall constitute "SugarMill Plantation" and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

2.

Definitions

All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth.

3.

Specific Covenants

In addition to the covenants, conditions, and restrictions contained in the Declaration, the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

(a) Building Type. No improvement shall be erected, altered, placed or permitted to remain on any Lot located within the Subdivision ("Subdivision Lot") other than one (1) detached building containing one (1), two (2) or three (3) single family residential unit/e (SFRU). Buildings shall not exceed two and one-half (2 1/2) stories with a maximum height of thirty five (35) feet. Each dwelling unit (SFRU) shall have a private driveway for not less than one (1) car per unit (SFRU), and no dwelling unit shall be permitted to have a carport. Without limiting the foregoing, any detached utility building must be specifically reviewed by the Residential Architectural Control Committee (RACC). Additional requirements may be set forth from time to time in the architectural guidelines issued by the Declarant.

(b) Minimum Dwelling Size. The floor area of any dwelling constructed on a Subdivision Lot shall not be less than 950 square feet per SFRU. For purposes of determining the amount of living space in any dwelling, porches and garages shall not be included in the computation of the number of square feet of living space.

(c) Building Location. No dwelling shall be located on any Subdivision Lot nearer than twenty five (25) feet to the front Subdivision Lot line, nearer than ten (10) feet to an interior side Subdivision Lot line, nor nearer than fifteen (15) feet to the rear Subdivision Lot line. No two (2) buildings shall be closer than twenty (20) feet to each other. No utility building or similar structure (unless attached to the back of the dwelling) shall be located on any Subdivision Lot nearer than sixty (60) feet back of the front Subdivision Lot line, nearer than fifteen (15) feet to the rear Subdivision Lot line or nearer than twenty (20) feet from any side street line. Such utility building shall be walled, fenced or sufficiently landscaped using material with height and design in such a manner that it shall be obstructed from view from the outside of the Subdivision Lot. The improvements on any Subdivision Lot shall not exceed thirty five percent (35%) coverage of such Subdivision Lot. Eaves, steps, terraces, walls, fences and open patios shall not be considered as a part of a dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a Subdivision Lot to encroach upon another Subdivision Lot. Eaves, steps, terraces, walls, fences and open patios may be constructed within five (5) feet of the side or rear Subdivision Lot lines.

(d) Resubdivision and Replatting. No Subdivision Lot which is resubdivided as provided in Section 12 of .Article VI of the Declaration shall contain less than 7500 square feet and when resubdivided or replatted the restrictions, as to set back lines shall apply to each Subdivision Lot

as replatted or resubdivided except if such Subdivision Lot is resubdivided by the Declarant or Owner for roadway purposes.

(e) Easements.

(i) Owner and Declarant reserves nonexclusive, perpetual and fully transferable easements for installation and maintenance of Utilities (as hereinafter defined) and drainage facilities, ditches and courses and for access in connection therewith, over easements shown on the recorded plat, and over a five-foot strip along the interior side Subdivision Lot lines of each Subdivision Lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of Utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Provided, however, driveways and sidewalks providing access to the dwelling are hereby permitted to transverse such easements. The easement areas of each Subdivision Lot and all improvements on them shall be maintained continuously by the Owner of the Subdivision Lot, except for utility or drainage installation or improvements for which a public authority or utility company is responsible.

(ii) Utilities include, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Owner, in reserving the aforesaid easements for utilities and drainage facilities does not assume any obligation or responsibility for the maintenance of such utilities and facilities.

(f) Vehicular Access. Access by motor vehicles shall not be permitted except as provided by a concrete driveway which shall connect to the dwellings from the roads within this Subdivision and not to connect roads outside the Subdivision.

(g) Fences. No fence or wall be erected nor hedge shall be maintained higher than six (6) feet from the normal surface of the ground, and such shall not be erected until the quality, style, color and design shall have been first approved by the RACC. No fence, wall or other enclosure shall be erected, placed or constructed on any Subdivision Lot which is in front of the front facade of the dwelling. In the case of a corner Lot, placement of any fences will be specifically reviewed to insure that no sight lines are obscured. No chain link fence construction will be allowed.

(h) Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot, except that dogs, cats, or other household pets may be kept, provided that not more than two (2) are kept and they are not kept, bred or maintained for any commercial purposes. No pet shall be penned or restrained outside a dwelling unless the Lot Owner of such pet is in attendance.

(i) Well Limitation. Excavation of shallow wells for the purpose of irrigation of Subdivision Lots is permitted, provided that prior to excavation and installation of such shallow well, the Lot Owner shall:

(i) Obtain, at the Lot Owner's cost and expense, all necessary permits for the well.

(ii) Notify the applicable utility company of the Owner's intent to install a shallow well.

(iii) Obtain a chemical analysis of the water at an approved laboratory.

(iv) Submit the plans and specifications for such well to the Owner, for so long as it is the Class C Member, and thereafter to the RACC for approval as to the well system's compliance with the architectural standards established by the Association.

(v) Install and operate such devices as are necessary from time to time to assure that no water from the well system contaminates the potable water system.

(vi) The Lot Owner, by installation of such well, is deemed to assume all liability arising from the installation any operation of the shallow well, including without limitation, contamination of the potable water source, any discoloration of improvements, erosion of soil conditions or flooding. The Lot Owner shall undertake to correct and repair any resulting damage and to inhibit further damage immediately upon discovery of such injury or damage.

(vii) The Lot Owner, by installation of such well, hereby agrees to indemnify and hold the Declarant, Owner, The Association and the applicable utility company and their respective successors or assigns harmless from all suits, claims, losses or damages for personal injuries or property damage arising from or in connection with the installation and operation of such a well, including the cost of the legal defense of such claims, unless caused by the gross negligence or willful misconduct of the Declarant, Owner, Association or applicable utility company or their successors or assigns.

(j) Lawns and Landscaping. All Subdivision Lots shall be sodded with grass or other suitable ground cover approved by the Declarant, including the front and side yards and the area between the front line and the paved portion of any right-of-way upon which the Subdivision Lot abuts, except for necessary driveways and parking areas. Any corner Subdivision Lot must be fully landscaped and sodded. No such landscaping is required until a dwelling is completed. No stone, gravel, or concrete shall be used as a lawn, except in an incidental decorative manner. Each Lot Owner shall be responsible for and shall maintain all landscaping on each Subdivision Lot in good condition and repair and in a neat and attractive manner.

(k) Sidewalks. Sidewalks shall be constructed according to the recorded subdivision plat of the Subdivision.

(l) Swimming Pools and Decks. No above ground swimming pools shall be permitted and not pool screening or decks shall be closer than five (5) feet to the boundary line of a Subdivision Lot. No elevated decks, platforms or other devices shall be permitted if the use Thereof results in the invasion of the privacy of adjacent Lot Owners.

(m) Assessment Designation. Upon completion of each dwelling unit (SFRU) upon the Subdivision Lots, such dwelling unit shall be deemed a separate "Single Family Residential Unit" as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Units under the Declaration. Lots having two (2) dwelling units (duplex buildings) on each lot shall be deemed to have two (2) separate Single Family Residential Units (two "Units") as defined in the Declaration. Lots having three (3) dwelling units (triplex buildings) on each lot shall be deemed to have three (3) separate Single Family Residential Units (three "Units") as defined in the Declaration

4.

Residential Architectural Control Committee Design Guidelines

In addition to the provisions of the Declaration and this Supplemental Declaration, RACC may, but is not obligated to, publish specific guidelines to provide additional assistance in applying the covenants and restrictions. Such guidelines may be amended from time to time by the RACC at the sole discretion of the RACC.

The powers, duties, and responsibilities of the Residential ~ Architectural Control Committee as described in the Declaration, with regard to Madison Square Subdivision only, are hereby delegated to William H. Gross, for a period of five (5) years from the date of this instrument, after which the Residential Architectural Control Committee shall resume such powers, duties and responsibilities shall revert to the RACC.

5.

Declarant's Liability

Declarant shall have no duty to enforce any provision of this Supplemental Declaration, nor shall Declarant incur any liability whatsoever for failure to insist on compliance with any provision of this Supplemental Declaration, or for any delegation of duties or powers to William H. Gross.

6.

Binding Effect

All terms, conditions and provisions of the Declaration as modified and supplemented by the provisions hereof shall be binding upon all Owners of Lots described herein, their successors and assigns and the terms contained herein shall not be deemed to apply to other Lots subjected to the Declaration unless specifically set forth in a Supplemental Declaration affecting those Lots. In the event that there is a conflict between the terms of this Supplemental Declaration and the Declaration, the terms of this Supplemental Declaration shall prevail, provided that there is no direct conflict the terms of both shall be in effect.

IN WITNESS WHEREOF, the Declarant and Owner have hereunto set their hands and affixed their seals, through their authorized officers and individually, respectfully, the day and year first above written.