

SUPPLEMENTAL DECLARATION AND ANNEXATION
TO SUGARMILL PLANTATION DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (RESIDENTIAL)
SECTION 7
(Millers Trace)

THIS SUPPLEMENTAL DECLARATION is made this 25th day of November, 1987, by Sugarmill Plantation Development Corporation, ("Declarant").

RECITALS

A. Declarant is the owner of a certain parcel of real property more fully described as Subdivision Lots 1-94, SugarMill Plantation Section 7, as recorded in Plat Drawer No. 5, Map No. 167, of the public records of Camden County, Georgia ("Subdivision").

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

C. 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:

Section 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 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.

Section 2. Definitions. All definitions set forth in the Declaration are hereby incorporated herein as if fully set forth.

Section 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 detached single family dwelling not to exceed two and one-half stories with a maximum height of thirty-five feet. Each dwelling shall have a private garage for not less than one car, measuring 20

x 12 feet, and no dwelling shall be permitted to have a carport. Without limiting the foregoing, any detached utility building must be specifically reviewed by the 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 1,050 square feet. 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:**

(i) No dwelling shall be located on any Subdivision Lot nearer than 15 feet to the front Subdivision Lot line, (except on corner Subdivision Lots where 15 feet shall be provided on one frontage and 15 feet shall be provided on the other) nearer than 7 feet to the rear Subdivision Lot line. The plan for the Subdivision Lots subject to this Supplemental Declaration is to construct "zero Subdivision Lot line" dwellings. Accordingly, one side of each dwelling shall be located on or adjacent to the side Subdivision Lot line. There shall be at least 7 feet between dwellings on the side opposite to the zero Subdivision Lot line. The improvements on any Subdivision Lot shall not exceed 70% coverage of such Subdivision Lot.

(ii) Further, for the purposes of this paragraph, eaves, steps, terraces, walls, fences and open patios shall not be considered as 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 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 4000 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 for roadway purposes.

e. **Easements:**

(i) 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 on the "non-zero" Subdivision Lot line thereof. 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. Further provided if any dwelling is constructed over such reserved easement or over platted easement,

the easement shall be deemed abandoned beneath such dwelling. 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" includes, without limitation, water lines, sanitary sewers, storm drains, courses and ditches, berms, gas, electric and telephone lines, cable television lines, cables and conduits placed or operated by any special improvement and taxing district or any other public agency or private utility company. The Declarant, 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.

(iii) Restricted Lots.

(A) Subdivision Lots 1-26 inclusive are contiguous with a lake as defined in Article XI of the Declaration ("Lake Subdivision Lots"). Accordingly, no fence or other visual barrier shall be constructed at or parallel to the rear boundary of the Lake Subdivision Lot so as to obstruct or impair any Owner's view of the lake. Provided, however, the Declarant reserves the right, at its sole cost and expense, to install such visual barriers as it may deem necessary or convenient to screen the recreational facilities and the improvements on such Lots.

(B) No trees may be removed nor any fences installed within the twenty (20) foot buffer easement located along the northerly boundary of Subdivision Lots 1, 49, 50, 63, 64, 65, 66 and 94 nor within the thirty (30) foot buffer easement located along the easterly boundary of Subdivision Lots 26-47 inclusive.

(iv) In the that the Subdivision Lots shall be improved with "zero Subdivision Lot line" dwellings, each Subdivision Lot is hereby subjected to easements for (a) the ordinary and reasonable maintenance and upkeep of structures on the adjoining Subdivision Lot; (b) encroachments created by construction settling and overhangs including, without limitation, plants, walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by the Declarant or its successor's and assigns. To the extent that a portion of any Owner's Subdivision Lot is on the exterior of the improvements and accessible directly only from an adjacent Owner's Subdivision Lot, the Owner of the subdivision Lot is hereby deemed to grant an easement for ingress and egress for maintenance and access over and across the adjacent Subdivision Lot.

In the event any dwelling is partially or totally destroyed, and then rebuilt, the Owners of the adjoining Subdivision Lots agree that minor encroachments created by reconstruction shall be permitted and that a valid easement for such encroachments and the maintenance thereof shall exist.

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 shall be erected nor hedge shall be maintained higher than 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. In addition to the foregoing general review of all plans and specifications of all fences, the declarant specifically reserves the right to require that all fences defining the northerly and easterly boundaries of the Property shall be uniform in style and color so as to present a uniform appearance from adjacent public roads. No chain link fence shall be permitted on any Subdivision Lot.

h. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Subdivision Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon, in, or under any Subdivision Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Subdivision Lot.

i. 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 are kept and they are not kept, bred, or maintained for any commercial purpose. No pet shall be penned or restrained outside a dwelling unless the Owner of such pet is in attendance.

j. 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 Owner shall:

- (i) Obtain, at the 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 Declarant, 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 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 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 Owner, by installation of such well, hereby agrees to indemnify and hold the Declarant, 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, Association or applicable utility company or their successors or assigns.

k. 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 yard and no less than ten (10) feet of the back yard and the area between the front Subdivision Lot line and the paved portion of any right of way upon which said Subdivision Lot abuts, except for necessary driveways and parking areas, provided, however, all Lake Subdivision Lots shall be sodded to the water level of the lake and all corner Subdivision Lots shall be totally sodded. No stone, gravel or concrete shall be used as a lawn, except in an incidental decorative manner. Each Owner shall be responsible for and shall maintain all landscaping, grass, driveways, parking areas, structures and grounds located on each Subdivision Lot in good condition and repair and in a neat and attractive manner.

l. Sidewalks: All Subdivision Lots except Subdivision Lots on cul-de-sacs shall have front sidewalks at least four (4) feet wide constructed of concrete and in accordance with RACC standards.

m. Swimming Pools and Decks: No above ground swimming pools shall be permitted and no pool screening or decks may be constructed to the rear and side boundary line of the subdivision Lot, but may not encroach upon the 20 foot buffer easement located along the northerly and easterly boundaries of the Property. No elevated decks, platforms or other devices shall be permitted if the use thereof results in the invasion of the privacy of adjacent Owners.

n. Assessment Designation: Upon completion of single family dwellings upon the Subdivision Lots, such Lots shall be deemed "Single Family Residential Units" as defined in the Declaration and shall be assessed and otherwise considered to be Single Family Residential Units under the Declaration.

Section 4. Amendments or Additional Restrictions: The Declarant for so long as it is a Class C member reserves and shall have the sole right (1) to amend this Supplemental Declaration with respect to Subdivision Lots still owned by it at the time of the amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Subdivision Lot which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any Subdivision Lot or improvement thereon from any part of the covenants and restrictions which have been violated including, without limitation the foregoing, violations of building restriction lines and provisions hereof relating thereto) if The Declarant or the Association, in its judgment, determines such violation to be minor or insubstantial violation. Upon the termination of the Declarant's Class C Membership the Association shall have the foregoing rights of amendment. Until termination of the

Declarant's Class C Membership in the Association, amendment of this Supplemental Declaration must be approved by the Veteran's Administration or the Federal Housing Administration.

Section 5. Residential Architectural Control Committee Design Guidelines: In addition to the provisions of the Declaration and this Supplemental Declaration, the 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.

Section 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 sets its hand and seal on the date first above written.