

DUTCH ISLAND COVENANTS BY PHASES

- I. Grimball Point. Recorded May 19, 1971 --- Deed Book 99 D, Folio 857.
- These are generic covenants for all future phases.
 - Covenant does not make provisions for the creation of a Homeowners Association or the power to collect assessments or file liens, etc.
- II. Gnann Hammock. Recorded July 19, 1972 --- Deed Book 100 W, Folio 359. [Amendment filed September 30, 1975; Deed Book 105 R, Folio 583.]
- Phase 1
- These covenants specifically adopted all the covenants of Grimball Point with the exception that these covenants provided for 20 year duration, whereas, the Grimball Point duration was for 25 years.
 - However, the Gnann Hammock Covenants provided for the creation and operation of the Dutch Island Residents Association, Inc., including provisions for membership, voting rights, assessments through liens/law suits.
- Phase 2 and Phase 3
- No new covenants were recorded for these Phases, but individual Deeds made each lot subject to the Gnann Hammock Covenants.
- III. Phase 2 (Dutch Island). Recorded April 11, 1978 --- Deed Book 110 L, Folio 199.
- These covenants adopted the covenants of Grimball Point and Gnann Hammock except they:
 1. Reduced the minimum set back lines from 25 feet to 20 feet;
 2. Changed the requirement to show on plans all trees having a diameter of 10 inches or more to a requirement for showing trees of 20 inches or more;
 3. Deleted the provision that required the plans to show all cedar, magnolia and dogwood trees;
 4. Reduced the minimum square footage for a one story residence from 2,600 square feet to 2,400 and reduced the minimum square footage for the ground floor of a two story residence from 1,600 square feet to 1,400;
 5. Raised the minimum diameter that trees may be cut without consent from 10 inches to 20 inches for all trees, including cedar, magnolia and dogwood; and
 6. Provides that the finished floor of any living area must be at least 18 inches above the grade of the lot --- this replaced the prior restriction which authorized construction on a concrete slab, of no particular height.
- IV. Phase 1A (Dutch Island). Recorded March 7, 1979 --- Deed Book 112 J, Folio 463 ---- These covenants are the same as Phase 2.
- V. Phase 1C (Dutch Island). Recorded March 7, 1979 -- Deed Book 112 J, Folio 468 ---- These covenants are the same as Phase 2.
- VI. Phase 3 (Dutch Island). Recorded June 12, 1980 -- Deed Book 114 X, Folio 5. These covenants are similar to Phase 2 Covenants, except:

1. The new covenants lifted the requirement for written permission from the “companies” when a garage door is exposed to another residence, or a main road.
2. The prior covenants prohibited any lot from being sold except as a whole lot. It also prohibited the subdivision of any lot for the purpose of erecting a complete residence on either portion of the lot. The new covenants provide that the companies may give written permission for the subdividing of a lot, or for the selling of less than a whole lot.
3. The prior covenants provided for a tap in water charge of \$100.00. The new covenants provide for a \$250.00 fee.
4. The new covenants prohibit the use of Florida Heat Pumps, or similar systems, without the written consent of the companies.

- VII. Phase 1D (Dutch Island). Recorded September 2, 1981 – Deed Book 117 G, Folio 402 ---- These covenants are the same as Phase 3 except the water tap in fee is raised from \$250.00 to \$350.00.
- VIII. Phase 4A (Dutch Island). Recorded January 13, 1982 --- Deed Book 117 X, Folio 82 ---- These covenants are the same as Phase 1D.
- IX. Phase 4B (Dutch Island). Recorded January 13, 1982 --- Deed Book 117 X, Folio 450 ---- These covenants are the same as Phase 1D.
- X. Phase 1B (also shown as Phase 1B2). Recorded July 19, 1982 --- Deed Book 118 W, Folio 532 ---- These covenants are the same as Phase 1D.
- XI. Phase 1A2. Recorded December 5, 1983 --- Deed Book 122 H, Folio 856
 These covenants are the same as Phase 1D with the following exceptions:
 1. Requires lot owners to erect a retaining wall along the driveway crossing a culvert and to get approval for the wall; and
 2. Prohibits satellite TV receivers on any lot.
- XII. Phase 4C. Recorded January 9, 1984 --- Deed Book 122 P, Folio 376 ---- These covenants are the same as Phase 1A2.
- XIII. Phase 4D. Recorded July 6, 1984 --- Deed Book 124 D, Folio 618 --- These covenants are the same as Phase 1A2.
- XIV. Phase 5A. Recorded November 29, 1984 --- Deed Book 125 L, Folio 352 --- These covenants are the same as Phase 1A2.

Note: On December 30, 1985 in Deed Book 129 A, Folios 194 and 198, Amendments to a number of preceding Covenants and Restrictions. The amendment was filed to add the Atlantic Investors Development Corporation and Atlantic Investors, Ltd. to the list of Developers referenced in the covenants sited.

- XV. Phase 5C. Recorded March 30, 1987 --- Deed Book 133 W, Folio 4 ---- These covenants are the same as Phase 1A2 except:

1. The water tap in fee will be whatever is set by the utility provider; and
2. When and if a sewer system is installed, all vacant lot owners will be required to use the system and pay whatever fees that are established.

Note: On May 14, 1987 in Deed Book 134 K, Folios 524, amendments to additional preceding Covenants and Restrictions were made reiterating the Atlantic Investors Development Corporation and the Atlantic Investors, Ltd., as well as adding the Dutch Island Associates, Ltd. to the lists of developers in specific covenants noted in the filing.

XVI. Phase 6. Recorded June 25, 1987 --- Deed Book 134 Y, Folio 126 (a minor clarification on the words 'developer' and 'companies' was added in Deed Book 134 Z, Folio 853) ---- These covenants are the same as Phase 5C.

XVII. Phase 7. (Murray Marshall) Recorded September 2, 1988 --- Deed Book 139 O, Folio 114 ---- These covenants are the same as Phase 5C, except there shall be no assessments or charges for lots in Phase 7, for curbs, gutters, or drainage facilities.

XVIII. Phase 9. (Murray Marshal) Recorded February 14, 1989, Deed Book 141 D, Folio 306 --- These covenants are the same as Phase 7.

XIX. Phase 10. (Murray Marshall) (Vince Sikorski) Recorded April 19, 1989 --- Deed Book 141 T, Folio 757 ---- These covenants are the same as Phase 9 except: [Properties are known as Settlers Point]

1. Houses may be 3 stories;
2. Minimum of 10 feet from side set back lines (down from 20 feet);
3. Plans must show trees of 6 inch diameter or more;
4. One story house 1800 square feet and 1st floor of two story house 1200 square feet;
5. No cutting of trees 6 inches or more in diameter without permission;
6. No roof with a center pitch of less than 6 feet (up from 3 feet);
7. Floor of any house must be 30 inches above the grade of the lot (up from 18 inches);
8. Each owner is responsible for grass maintenance between his lot and edge of the street;
9. Annual assessment for 1989 is \$500.00 per lot --- the annual assessment may be increased or decreased by a vote of the members;
10. Association may charge up to \$25.00 to furnish a written certificate signed by an officer of assessments owed by a member (up from \$15); and
11. The interest rate in this phase for delinquent payment of assessment is 15% per annum (up from 8%).

XX. Phase 8. (RTC) Recorded December 1993 --- Deed Book 163X, Folio 540. ---- These covenants are the same as Phase 7A, except:

1. The garage door may be exposed to other residences;
2. Reduced the inside minimum set back line to 10 feet;
3. Plans must show trees having a diameter of 6 inches or more;
4. Reduce square footage of one story residences to 1,800 square feet and the first floor to two story houses to 1,200 square feet;
5. No cutting of trees greater than 6 inches in diameter without approval of Association --- this does not apply to areas used for roads, drainage, construction, etc.;
6. Roof must have a center pitch of at least 6 feet high unless permission is given by the Association;
7. The floor of the house must be 30 inches above the grade to the lot; and
8. Each owner shall maintain the area between their lot and edges of the street, including mowing the grass, etc.

Note: This Phase (originally know as both Providence and Pirates Point) was sold as a single purchase and developed as private property.

XXI. Phase 9. (RTC) Recorded December 6, 1993 --- Deed Book 163 X, Folio 554 ---- These covenants are the same as Phase 7A. [Note: This was a 'filing' done by the Resolution Trust Corporation (RTC), subsequent to assuming financial responsibility of this phase of the Island's development after the original developer declared bankruptcy.]

XXII. Phase 7A – (R.T.C.) Recorded December 6, 1993 --- Deed Book 163 X, Folio 568 ---- These covenants are the same as Phase 7, except:

1. Garage door may not face another residence, or a main road, without permission from the Association;
2. Permission for cutting trees up to 20 inch diameter is not required on the lots in the subdivision;
3. Assessments shall not apply to RTC, or any immediate assignee of RTC who owns 12 or more lots, until 5 years from date of deed from RTC;
4. The Association may increase the charge from \$15.00 to \$25.00 for any request for a written statement of assessments due;
5. In this Phase, the Association may charge 10% interest on unpaid assessments; and
6. Association may levy a special assessment for repair of curbs, gutters, and drainage in Phase 7.

XXIII. Phase 12A and 12B (RTC) Recorded December 6, 1993 --- Deed Book 163 X, Folio 582 --- These covenants are the same as the covenants for Phase 7A, except that in these covenants no mention is made of the assessments for curbs, gutters or drainage facilities.

XXIV. Phase 12A and 12B Amendments (Dutch Island LLC) Recorded June 28, 1995 --- Deed Book 173 H, Folio 649 --- These covenants are the same as the original covenants for Phase 12A and 12B except:

1. The Homeowners Association is responsible for repairing all streets conveyed to the Association and the Association has the right to charge all members their pro-rata share;
2. The right to approve amendments to the covenants may not be transferred to purchaser of lots from Dutch Island LLC;
3. Easement of Enjoyment is granted to all owners to all the common properties owned by the Association;
4. An owner of 2 adjoining lots may elect to be assessed for only one lot by giving written notice to the Association, etc.;
5. Do not need permission for garage to face a residence --- on a corner lot garage may face less traveled street;
6. No rental of supplemental structures on lots;
7. All lots have a 35 foot front set back line and 20 feet from the side;
8. The Association shall create guidelines and procedures for architectural review, appoint a committee, charge a fee, and maintain an architect;
9. Two story houses must have at least 2,400 square feet total; otherwise 2,400 for one story and 1,400 for the first floor of two story;
10. TV antennas less than 20 inches by 20 inches may be used if screened from view on the street and adjacent properties;
11. In addition to mobile homes, trucks and trailers, no TVs, motor homes, and campers are permitted;
12. Assessments shall not apply to Dutch Island LLC until July 21, 1999; and
13. Dutch Island LLC is responsible for roads and common areas for one year after completion -- after that the responsibility is the Associations.

XXV. Phase 14 (Dutch Island LLC) Recorded June 28, 1995 --- Deed Book 173 H, Folio 649 --- This phases of the development was done under the covenants established for Phases 12A and 12 B (Amendments).

XXVI. Phase 15 (Dutch Island LLC) Recorded June 28, 1995 --- Deed Book 173 H, Folio 649 --- This phases of the development was done under the covenants established for Phases 12A and 12 B (Amendments).

XXVII. Phase 10 (Dutch Island Homeowners Association) Recorded February 5, 2004 --- Plat Book 27P, Folio 33 --- These restrictions are imposed by the Dutch Island Homeowners Association on the area shown as the Wild Thistle Wildlife Sanctuary and Wetlands Habitat on a recorded plat prepared by EMC Engineering Services, Inc., a portion of Phase 10 of the Dutch Island Subdivision, Chatham County, Georgia. The covenant establishes the Wild Thistle Wildlife Sanctuary and Wetlands Habitat and that said area shall be maintained in its natural condition, so far as ecologically possible, consistent with the desire of the Dutch Island Homeowners Association members to maintain the area as a wildlife sanctuary and wetlands habitat by the Dutch Island Homeowners Association, Inc.; restricting the use, by residents whose property is adjacent to the Wild Thistle Wildlife Sanctuary and Wetlands Habitat.