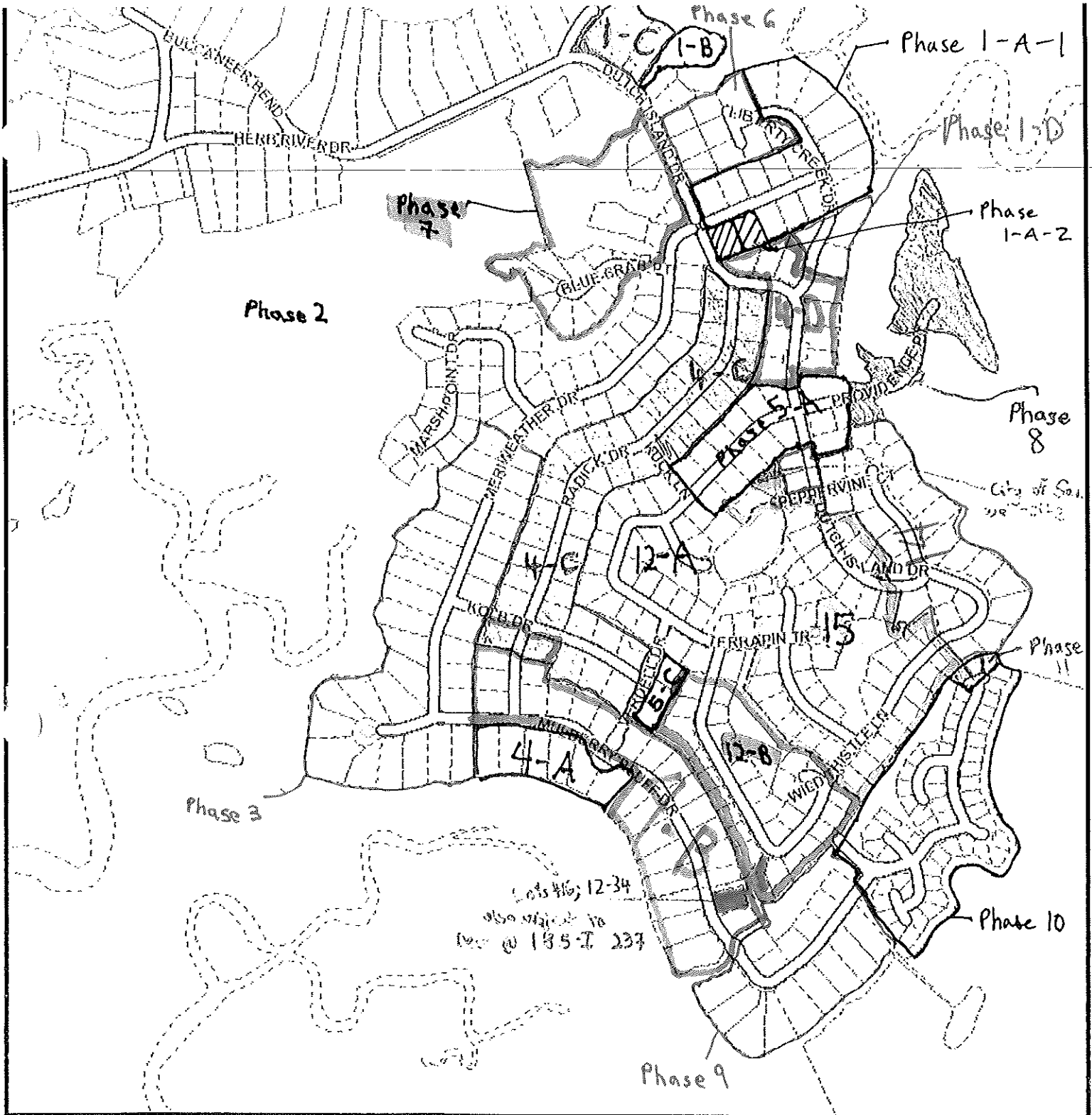


Dutch Island Homeowners Association

Maps

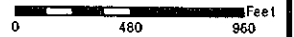
Subdivision Documents

Phase Documents

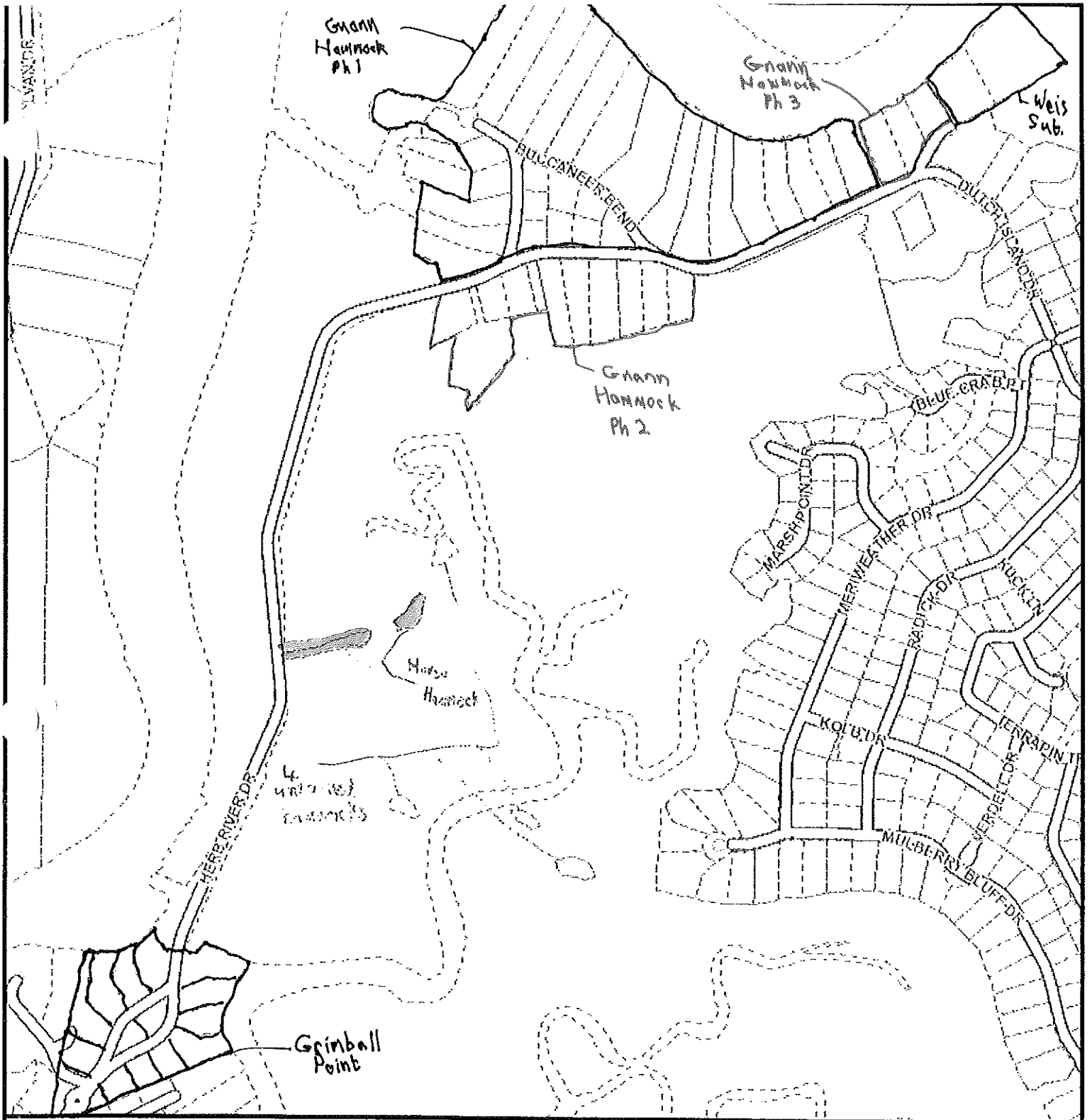


# Savannah Area GIS

1:9,600

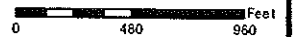


--- A11; A15	--- A50; A51	Free Ways Labels
--- A21; A25	--- A60; A61; A62; A64	US Highways Labels
--- A30; A31; A35; A85; A81	--- A70; A71;	State/US Highways Labels
--- A63	--- Parcels	State Highways Labels
--- A40; A41; A44; A45	--- Interstates Labels	



# Savannah Area GIS

1:9,600



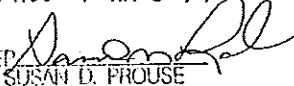
---	A11; A15	---	A50; A51	---	Free Ways Labels
---	A21; A25	---	A60; A61; A62; A64	---	US Highways Labels
---	A30; A31; A35; A85; A81	---	A70; A71;	---	State/US Highways Labels
---	A63	---	Parcels	---	State Highways Labels
---	A40; A41; A44; A45	---	Interstates Labels	---	

## Points of Interest

1. Grimball Point decs do not subject property to control of Association.
2. Grimball Point decs do not provide for assessments
3. Gnann Hammock Phases 2 and 3 were not submitted to Gnann Hammock decs in bulk. Original deeds for each individual lot should submit each lot to Gnann Hammock Phases 2 and 3.
4. Phase 1-B-2 was not submitted to decs. Looks as if it was inadvertently left off of decs of 1-B.
5. Phase 1-D was not properly submitted to the decs. 1-D referenced in declaration but wrong plat was incorporated.
6. Parcel 11-3 may not be submitted to declarations of Phase 11 – wrong plat referenced.
7. Parcels 11-1 and 11-2 of Phase 11 were not submitted to the Phase 11 declarations.
8. All markings of “VOID” on the declarations do not void the declarations. Instead, the marking is there to void the stamp under it, which intended to cancel a lien placed by the association that was inadvertently stamped on a few of the decs.

After recording return to:  
 Kenneth L. Royal, Esq.  
 Royal & Vaughn, L.L.C.  
 P.O. Box 14664  
 Savannah, GA 31416

97 AUG -1 AM 8:14

DEP.   
 SUSAN D. PROUSE  
 CLERK, S.C.C.C. GA.

STATE OF GEORGIA            )  
   )  
 COUNTY OF CHATHAM        )                    QUIT CLAIM DEED

THIS INDENTURE, made this 28<sup>th</sup> day of July, 1997, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven between DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, ATLANTIC INVESTORS, LTD -- SERIES VII, a Georgia Limited Partnership, ATLANTIC INVESTORS DEVELOPMENT CORP., (hereinafter "Grantors"), Parties of the First Part, and DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC., (hereinafter "Grantee"), Party of the Second Part:

\* W I T N E S S E T H \*

THAT THE said GRANTORS, for and in consideration of the sum of Ten (\$10.00) Dollars plus other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, have bargained, sold, and do by these presents remise, release and forever Quit Claim to the said GRANTEE, its successor and assigns, all the right, title, interest, claim or demand the said GRANTORS have or may have had in and to the following, to-wit:

a) All rights, powers, duties, responsibilities and reservations Grantors may possess, jointly or severally, pursuant to the Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges or other Restrictive Covenants, and any amendments thereto, by whatever name pertaining to the Dutch Island Development in Chatham County, Georgia and any phase thereof, as the "Companies," as "Developer" or otherwise. Such rights and powers specifically include, but are not necessarily limited to, Architectural Review authority, the right to modify or amend said Restrictive Covenants, membership and voting interest in the Grantee Association and any other rights or powers possessed by Grantors under said Restrictive Covenants. For identification purposes, and without limiting the generality of the foregoing conveyance, said Restrictive Covenants pertain to property located in Chatham County, Georgia, all as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, including, but not necessarily limited to, the following:

PHASE	DATE OF RECORDING	DEED BOOK NUMBER	PAGE NUMBER
1 (GRIMBALL'S POINT)	05/19/71	99-D	857



PHASE	DATE OF RECORDING	DEED BOOK NUMBER	PAGE NUMBER
1 (GNANN HAMMOCK);	07/19/72	100-W	359
AMENDED	09/30/75	105-R	583
1-A	03/07/79	112-J	463
1-A-2	12/05/83	122-H	856
1-C	03/07/79	112-J	468
1-D	09/02/81	117-G	402
2	04/11/78	110-L	199
3	06/12/80	114-X	5
4-A	01/13/82	117-X	452
4-B	01/13/82	117-X	450
4-C	01/09/84	122-P	376
4-D	07/06/84	124-D	618
5-A	11/29/84	125-L	352
5-C	03/30/87	133-W	4
6	06/25/87	134-Y	126
7	09/02/88	139-O	114
9	02/14/89	141-D	306

\*SOME OF THE AMENDMENTS TO THE ABOVE-REFERENCED DECLARATIONS OF COVENANTS AND RESTRICTIONS WERE MADE AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA AS FOLLOWS:

Deed Book 129-A, page 194 on December 30, 1985;  
 Deed Book 129-A, page 196 on December 30, 1985;  
 Deed Book 129-A, page 198 on December 30, 1985;  
 Deed Book 129-A, page 202 on December 30, 1985  
 Deed Book 134-K, page 524 on May 14, 1987;  
 Deed Book 105-R, page 583 on August 19, 1975

This list is not exclusive and many property owners have previously been granted variances that are intended to survive and be affirmed by the Grantee.

It is acknowledged that the Phase 10 developer rights or other interests of any of the Grantors thereunder have previously been conveyed to Blueprint Development, Inc. by instruments of record.

b) All marshes, marshland and hammocks adjoining and surrounding Dutch Island, Gnann Hammock and Grimboll Point, Chatham County, Georgia, the same being bounded on the west by the Herb River, on the north by the Herb River and Wilmington River, on the east by the Wilmington River and Skidaway River, and on the South by the Skidaway River.

c) All land, lots, portions of lots, lagoons, easements, roads, causeways including, but not limited to, the causeway connecting Grimboll Point and Gnann Hammock, such causeways to include all land, fill, and other property constituting such causeways, property claimed by GRANTORS at or around the

perimeter of Grimball Point, Gnann Hammock and Dutch Island, all improvements, if any, and other property of any nature or description located on, within or adjacent to Dutch Island, Grimball Point or Gnann Hammock, all in Chatham County, Georgia.

Excepted from this conveyance is that portion of the marshes or easements previously conveyed to the following as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, as shown as follows:

NAME	DATE OF RECORDING	DEED BOOK NUMBER	PAGE NUMBER
Blueprint Development, Inc.; Vincent Sikorski; Patricia Farrell	June 19, 1989	142-J	518
	Feb. 18, 1997	183-U	317
	Feb. 18, 1997	183-U	318
Jane Vaden Thatcher	July 7, 1994	168-B	410
	July 29, 1994	168-L	120
Beverly Martin	June 23, 1987	134-W	822
	June 23, 1987	134-W	824
	May 2, 1996	178-M	106
	June 27, 1996	179-O	374
Janet Hendrix	March 23, 1994	166-B	28

Also excepted from this conveyance and reserved unto Grantors are the two hammocks adjacent to Grimball Creek shown on the plat of survey and identified thereon as Hammocks 1 and 2, said survey being recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia on April 22, 1997, in Plat Book 16-S, folio 91. Grantors' interest, if any, in all other hammocks and marshes surrounding Dutch Island are hereby conveyed to Grantee.

Also excepted from this conveyance and reserved unto Grantors is the portion of Lot 513 identified on the plat or survey as .31 acre portion of said Lot 513 recorded at Plat Book 14-P, Page 100 in the Office of the Clerk of Superior Court of Chatham County, Georgia.

Should any Grantor named herein subsequently acquire real property within the Dutch Island Development after the date of this conveyance, then said Grantor shall be vested with the full rights, title or interest to such property, if any, which is subsequently acquired. In such event, GRANTORS shall have the same obligations and duties as any other owner of similar property within the Dutch Island Development.

With all the rights, members and appurtenances to the aforementioned interests and said property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said rights, title, interest, claim or demand, land and improvements except as to the properties referred to herein to the said GRANTEE so that neither GRANTORS nor their

heirs, successors or assigns, nor any other person or entity claiming under GRANTORS shall at any time, by any ways or means, have, claim, or demand any right or title to the aforesaid rights, title, interest, claim or demand, property or its appurtenances or any right thereof.

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed by their duly authorized officials and the appropriate seals affixed hereto and have set their hand and affixed their seals the day and year above written.

DUTCH ISLAND ASSOCIATES, LTD.,  
a Georgia Limited Partnership

BY: [Signature]  
MURRAY S. MARSHALL, President  
ATLANTIC INVESTORS DEVELOPMENT  
CORP, General Partner

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary

July 28, 1997  
KATHLEEN ADERHOLD  
Notary Public, Chatham County, Ga.  
My Commission Expires Oct. 27, 2000

(SEAL)

ATLANTIC INVESTORS, LTD. - SERIES  
VII, a Georgia Limited Partnership

BY: [Signature]  
MURRAY S. MARSHALL, President  
ATLANTIC INVESTORS DEVELOPMENT  
CORP, General Partner

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

July 28, 1997  
KATHLEEN ADERHOLD  
Notary Public, Chatham County, Ga.  
My Commission Expires Oct. 27, 2000

(SEAL)

\*ATLANTIC INVESTORS, LTD. - SERIES  
VII was legally dissolved in 1989.  
This signature block is executed  
in accordance with O.C.G.A. § 14-9-  
803.

ATLANTIC INVESTORS DEVELOPMENT  
CORP.

BY: [Signature]  
MURRAY S. MARSHALL  
President

ATTEST: [Signature]  
Title: Asst. Secretary

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

July 28, 1997  
KATHLEEN ADERHOLD  
Notary Public, Chatham County, Ga.

(SEAL)



GRANTEE, by execution of the within instrument, does hereby accept delivery of same subject to the exceptions or limitations contained therein.

DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

BY: *Samuel L. Deane*

ATTEST: *President*  
*Rose Jacobson, Secretary*

*[Signature]*  
Witness  
*[Signature]*  
Notary Public  
KENNETH L. ROYAL  
Notary Public, Chatham County, Ga.  
My Commission Expires May 28, 1999

146 THIS INDENTURE, made this 3<sup>rd</sup> day of MAY, in the year of our Lord One Thousand Nine Hundred and Ninety between DUTCH ISLAND ASSOCIATES, LTD., a Georgia Partnership, and ATLANTIC INVESTORS DEVELOPMENT CORP., a Georgia Corporation, parties of the FIRST PART, hereinafter called GRANTORS, and DUTCH ISLAND RESIDENTS ASSOCIATION, INC., a Georgia Corporation, Party of the SECOND PART, hereinafter called GRANTEE.

WITNESSETH:

THAT the said Grantors, for and in consideration of the sum of TEN (\$10.00) DOLLARS plus other good and valuable consideration in hand paid by DUTCH ISLAND RESIDENTS ASSOCIATION, INC., before sealing and delivering these presents, the receipt of which is hereby acknowledged, have bargained, sold, and do by these presents remise, release, convey and forever QUIT CLAIM, to the said DUTCH ISLAND RESIDENTS ASSOCIATION, INC., its heirs and assigns, all the right, title, interest, claim or demand the said Grantors have or may have had in and to the following described real property and appurtenances thereon; to-wit:

All roads and adjacent shoulders or banks; (not to exceed One hundred (100) feet in width, except as otherwise provided herein for roads (causeways) bounded by salt marsh); gardens; fountains; circles; guard house and gate; guard house well and pump and property on which it is situated; lagoons; lakes and other bodies of water within the below described property; community dock, boat ramp site and adjacent area, as said dock, boat ramp and adjacent area are shown on the attached map of said property identified as Exhibit "A"; together with all drainage ditches and outfalls and rights-of-way appearing and shown on the below listed Subdivision Map Books and Plat Record Books presently recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, the same being located on and for Grimball Point Subdivision; Gnann Hammock Subdivision Phases I, II and III; and Dutch Island Subdivision Phases 1A1, 1A2, 1B, 1B2, 1C, 1D, 2, 3, 3A, 4A, 4B, 4C, 4D, 4E, 5A, 5B, 5C, 6, 7A, 9 and 10.

CLERK SUPERIOR COURT, CHATHAM CO., GA.

<u>Subdivision Name</u>	<u>Subdivision or Plat Record Book</u>
Grimball Point	G
Grimball Point	G

RECEIVED FOR RECORD  
DORIS S. STEPHENS  
CLERK, SUPERIOR COURT  
CHATHAM COUNTY, GA.  
MAY -7 PM 4:45

225035A001 05/07/90TOTAL 21.00

Recorded in Record Book 116  
On the 7 day of MAY 1990  
3-7-90  
MAY 1990

Gnann Hammock	H	1,2
Gnann Hammock	H	64
	8-S	39
Gnann Hammock Phase Three	H	69
Dutch Island Phase 1-A-1	R	31
Dutch Island Phase 1-A-2	4-S	28
Dutch Island Phase 1-B	3-S	17
Dutch Island Phase 1-B-2	4-S	28
Dutch Island Phase 1-C	R	44
Dutch Island Phase 1-D	2-S	93
Dutch Island Phase 2	P	10
Dutch Island Phase 3	2-S	24
Dutch Island Phase 3-A	2-S	61
Dutch Island Phase 4-A	2-S	107
	3-P	165
Dutch Island Phase 4-B	2-S	108
Dutch Island Phase 4-C	4-S	36
Dutch Island Phase 4-D	4-S	80
	4-S	47
	5-P	160
Dutch Island Phase 4-E	5-P	133
Dutch Island Phase 5-A	5-S	35
	9-S	31
Dutch Island Phase 5-B	8-S	43
Dutch Island Phase 5-C	8-S	28
	6-S	97
Dutch Island Phase 6	8-S	63
Dutch Island Phase 7-A	8-S	38
	9-S	85
Dutch Island Phase 9	10-S	32
Dutch Island Phase 10	10-S	46

A portion of the above-described property conveyed herein being more fully set forth in that certain Warranty Deed between Southern Union Company and Liberty Island Corporation, Grantors, and Atlantic Investors Development Corp., Grantee, dated December 27, 1985 and recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia in Record Book 129 A, page 220.

Also conveyed herein are the road and causeway which connects Grimboll Point to Gnann Hammock, Phase I, limited to the 60' right-of-way thereof.

Also conveyed herein is any interest Grantors may have in that certain lot, tract or parcel of land lying and being on Dutch Island, Chatham County, Georgia immediately adjacent to the well site located in Gnann Ham-

mock Subdivision, Phase II, as said well site is more fully identified in Tract II of Exhibit "A" to the Warranty Deed recorded in Deed Record Book 134-K, page 543, said property conveyed herein bounded on its north side by Herb River Drive and being located between lots 33 and 34 of Gnann Hammock Subdivision, Phase II, as same appears and is more fully described by reference to that certain Plat of a subdivision of the well site in Phase II, Gnann Hammock Subdivision, 6th G.M. District, Chatham County, Georgia dated November 6, 1986 and recorded in the office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book 8-S, Page 39, and as further shown in that certain Plat of Gnann Hammock Subdivision, Phase II, recorded in the office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book H, Page 64 which Plats are hereby incorporated by reference and made a part hereof.

Also conveyed herein is any interest Grantors may have in all other roads, adjacent shoulders or banks (not to exceed one hundred (100) feet in width, unless otherwise provided herein) which are open, dedicated and located on Grimboll Point, Gnann Hammock or Dutch Island, Chatham County, Georgia, provided, however, that portion of this conveyance of the road or causeway which connects Grimboll Point with Gnann Hammock, Phase I, shall include such road or causeway with a 60' right of way only, i.e., 30' on each side of the center line of said road.

Also conveyed herein are all gardens, fountains, circles, lagoons, drainage ditches and outfalls and rights-of-way located within the above-referenced tracts of land.

Also conveyed herein is any interest Grantors may have in the strip of land south of Herb River Drive, said property being bounded on the West by Lot 40, Gnann Hammock Subdivision, Phase 2, on the South by salt marsh, on the East by that certain tract or parcel of land reserved to Grantors on which a swimming pool and tennis courts are located (as shown on Exhibit "B" attached hereto as same is recorded in Subdivision Map Book 8-S, page 38 of Chatham County Records), and on the North by Herb River Drive, all as said property is shown on the Plat of 1.5268 acres prepared by EMC Engineering Services, Inc., a copy of which is and attached hereto as Exhibit "C".

Also conveyed herein is any interest Grantors may have in all easements in and to any property located on Grimboll Point, Gnann Hammock or Dutch Island, Chatham County, Georgia and which are shown on recorded Subdivision Maps of said property or created by restrictive covenants pertaining thereto.

Saving and excepting from all tracts or parcels conveyed herein are the following properties:


1. Horse Hammock and four unnamed hammocks and the adjacent property as such is shown on the Plat of 2.4159 acres, consisting of Horse Hammock and four unnamed hammocks, 6th GMD, Chatham County, Georgia as same was prepared by EMC Engineering Services, Inc., attached hereto as Exhibit "D".

2. That certain property shown on a plat of Phase 7A, Dutch Island Subdivision, Chatham County, Georgia prepared by EMC Engineering Services, Inc., as same is recorded in Subdivision Map Book 8-S, page 38 in the Office of the Clerk of Superior Court of Chatham County, Georgia.

With all the rights, members and appurtenances to the said property in anywise appertaining or belonging. Each tract or parcel of land conveyed herein shall remain subject to any covenants or easements previously granted by Grantors or their predecessors in title which are presently dedicated, filed of record, constructed and utilized for ingress, egress or utility purposes. Notwithstanding any other provision in this instrument which may be construed to the contrary, no implied easements are granted herein. Grantors shall retain all rights and interests not expressly conveyed herein. This document does not affect the rights of Grantors, their successors and assigns, which may be contained in restrictive covenants previously filed of record on said property.

TO HAVE AND TO HOLD the above described and conveyed lands pertaining to the only proper use, benefit and behoof of DUTCH ISLAND RESIDENTS ASSOCIATION, INC.

Grantors reserve for themselves, their successors and assigns, and any of their present or future mortgagees, the right to easements providing for ingress, egress and utilities across all property herein conveyed for the purpose of continuing development of the property identified in this instrument or located on Grimball Point, Gnann Hammock, Dutch Island, Chatham County, Georgia, or any of the marshes or hammocks adjacent thereto. It is the intention of the Grantors and Grantee that Grantors shall have the right to grant to third parties a non-exclusive easement or license for ingress, egress, or for utilities location purposes to any property conveyed herein located on Grimball Point, Gnann Hammock or Dutch Island, Chatham County, Georgia, including but not limited to and from the pool and tennis courts located in Phase VII A thereof. By acceptance of this Deed, Grantee agrees to maintain only such areas conveyed herein as are presently open, dedicated and shown on maps of Grimball Point, Gnann Hammock and Dutch Island recorded in the Superior Court of Chatham County, Georgia as of the date of this instrument. Except for



easements as shown on recorded Subdivision maps, all property conveyed herein is not located on any of the individual lots shown on the above-referenced subdivision maps.

IN WITNESS WHEREOF, BOTH PARTIES have hereunto set their hands and fixed their seals and delivered these presents on the day and year first above written as the date hereof.

Signed, sealed and delivered this 3<sup>rd</sup> day of May, 1990, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
VICKI L. STOCKTON  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 9, 1992



DUTCH ISLAND ASSOCIATES, LTD.

By: [Signature]  
GENERAL PARTNER

[Signature]  
GENERAL PARTNER

Signed, sealed and delivered this 3<sup>rd</sup> day of May, 1990, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
VICKI L. STOCKTON  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 9, 1992



ATLANTIC INVESTORS DEVELOPMENT CORP.

By: [Signature]

PRES  
Title

[Signature]  
Attest

E.V.P.  
Title

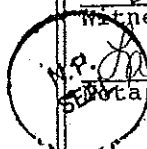
(CORPORATE SEAL)



Signed, sealed and delivered this 3<sup>rd</sup> day of May, 1990, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
LAURIE L. MITCHELL  
Notary Public, Chatham County, Ga.  
My Commission Expires May 8, 1990



DUTCH ISLAND RESIDENTS' ASSOCIATION, INC.

By: [Signature]

[Signature]  
Title

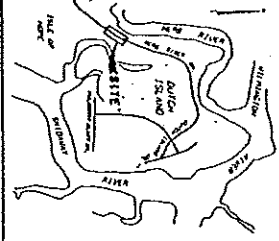
[Signature]  
Attest

[Signature]  
Title

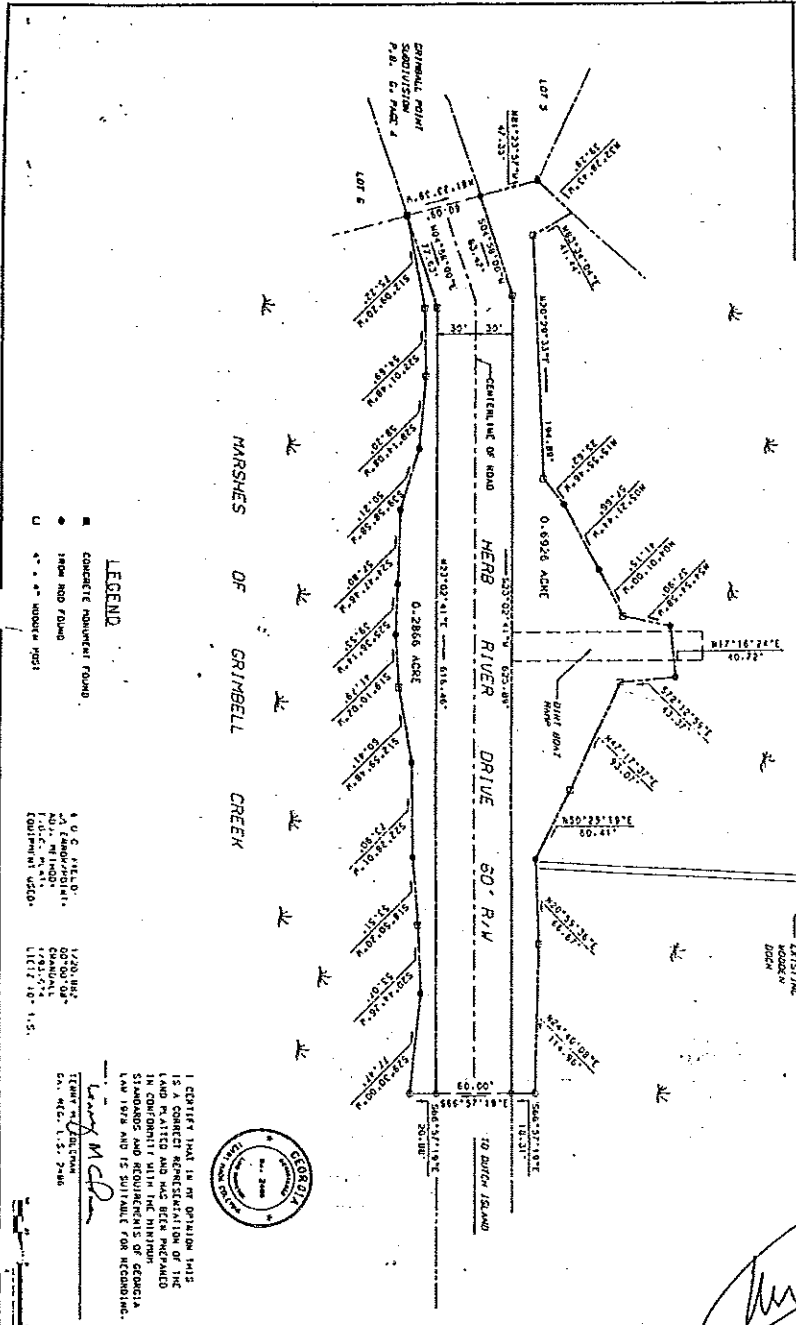
(CORPORATE SEAL)



VICINITY MAP



THE BOUNDARY OF 0.9792 ACRE THAT IS SHOWN ON THIS DRAWING WAS PLACED BY THE DEPARTMENT OF NATURAL RESOURCES PARCEL 1382 AND IS IN ACCORDANCE WITH THE COASTAL ZONING AND PROTECTION ACT.



LEGEND

- CONCRETE PIER/PILE FOUND
1/4" DIA. PIER
1/4" DIA. PILE
WOODEN POST

I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978 AND IS SUITABLE FOR RECORDING.



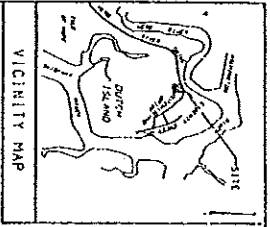
EXHIBIT "A"

Table with columns for Date, Scale, Project, and other metadata.

PLAT OF 0.9792 ACRE LOCATED ALONG THE EASTERN & WESTERN RIGHT-OF-WAY OF HERB RIVER DRIVE 6th C.M.D., CHATHAM COUNTY, GEORGIA DUTCH ISLAND RESIDENT'S ASSOCIATION

EMC ENGINEERING SERVICES, INC. 25 East Cherokee Street Savannah, Georgia 31402





LEGEND

1. Proposed road
2. Proposed utility
3. Proposed site
4. Proposed lot
5. Proposed easement
6. Proposed easement
7. Proposed easement
8. Proposed easement
9. Proposed easement
10. Proposed easement

CLIENT DATA

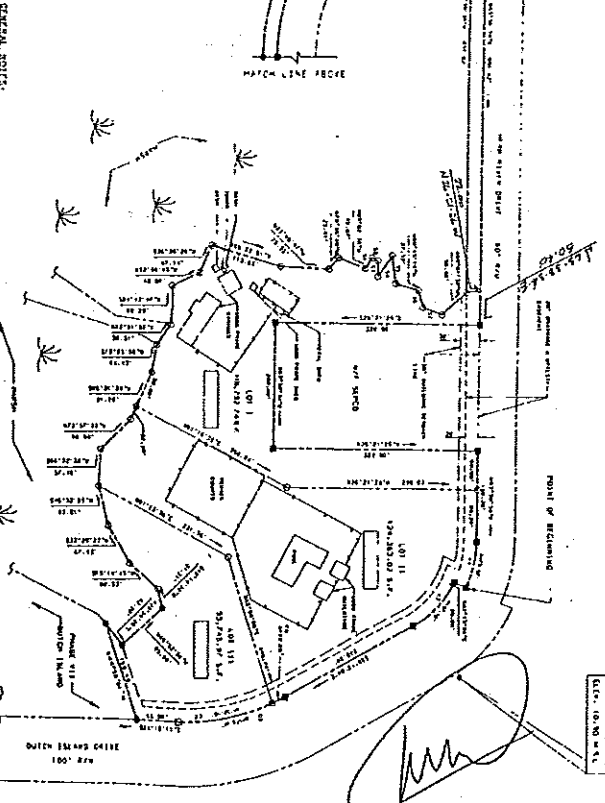
Project Name	Dutch Island Subdivision
Client Name	Atlantic Investors Development Corp.
Address	23 East Charlton Street, Savannah, Georgia 31402
Phone	(912) 232-8533
Project No.	100-000
Scale	1" = 100'
Date	April 14, 1987
Drawn by	[Signature]
Checked by	[Signature]
Approved by	[Signature]

APPROVED BY CHATHAM COUNTY ENGINEER  
 COUNTY ENGINEER  
 APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF ENGINEERING AND SANITATION  
 APPROVED BY METROPOLITAN Planning Commission  
 SECRETARY  
 APPROVED BY CHATHAM COUNTY  
 COUNTY MANAGER

MATCH LINE BELOW



The master plat for this subdivision is recorded with the County of Chatham, Georgia, in the Public Records Office, Book 11, Page 1111. The master plat is subject to any zoning or other restrictions which may apply to the land shown on this plat.



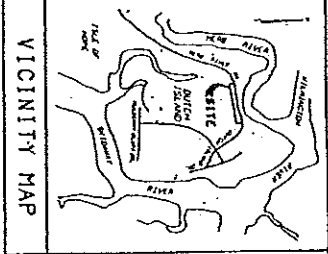
- GENERAL NOTES:
1. ALL LOTS TO BE BOUND BY STRAIGHT LINES AND CORNERS AS INDICATED.
  2. LOTS TO BE BOUND BY CURVES AND CORNERS AS INDICATED.
  3. THE CORNER MARKERS AND SURVEY CORNERS TO BE INSTALLED BY THE OWNER OF EACH LOT.
  4. THE CORNER MARKERS AND SURVEY CORNERS TO BE INSTALLED BY THE OWNER OF EACH LOT.
  5. ALL UTILITIES TO BE INSTALLED BY THE OWNER OF EACH LOT.
  6. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES INSTALLED BY HIM.
  7. THIS PLAT SHOWS THE PROPOSED LOTS AND EASEMENTS.
  8. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES INSTALLED BY HIM.
  9. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES INSTALLED BY HIM.
  10. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL UTILITIES INSTALLED BY HIM.

EXHIBIT 'B'

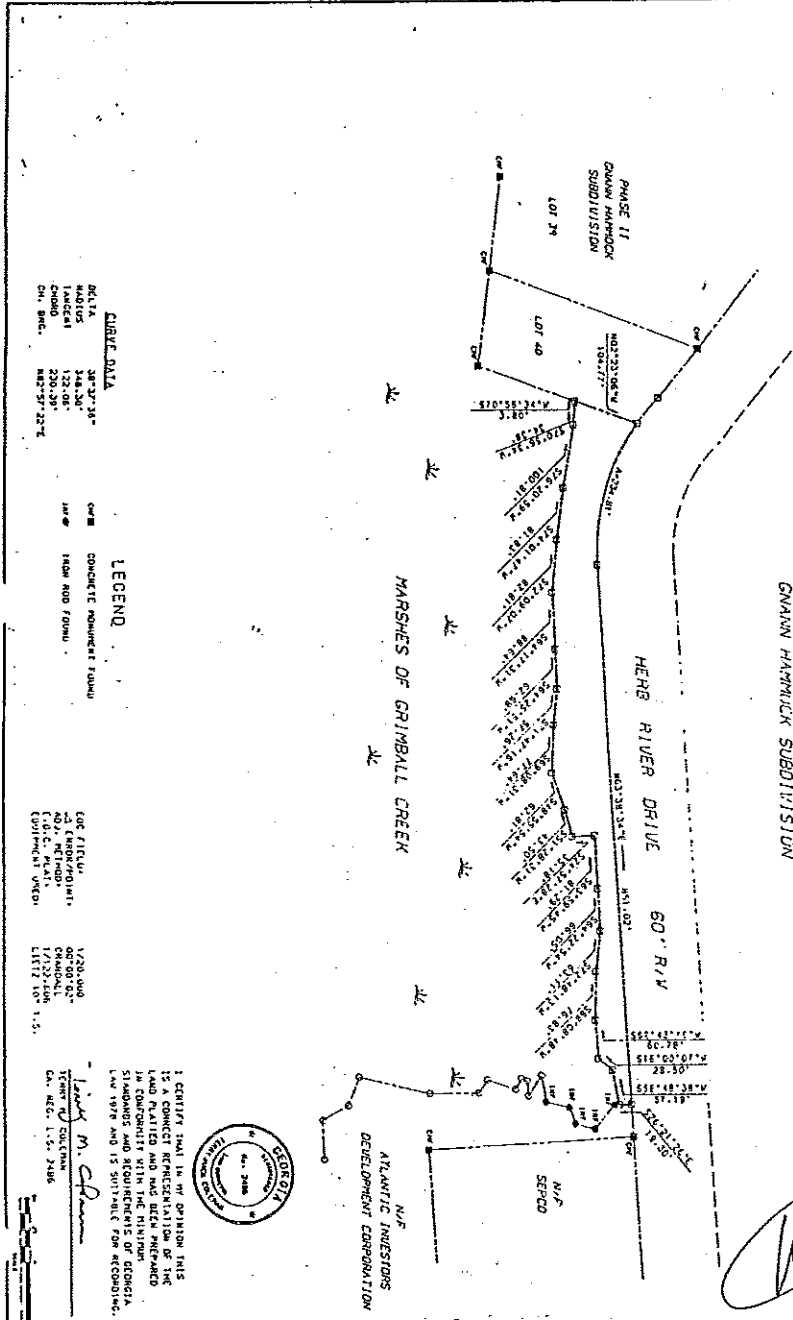
<p>DESIGN: INC.</p> <p>DRAWN: INC.</p> <p>SCALE: 1"=100'</p> <p>PROJECT: 100-000</p> <p>DATE: 3-28-87</p> <p>PROJECT: 100-000</p> <p>PROJECT: 100-000</p>	<p>PLAT OF PHASE VII A          DUTCH ISLAND SUBDIVISION          CHATHAM COUNTY, GEORGIA          FOR          ATLANTIC INVESTORS DEVELOPMENT CORP.</p>	<p>EMC ENGINEERING SERVICES, INC.</p> <p>Post Office Box 8101          23 East Charlton Street          Savannah, Georgia 31402          Phone: (912) 232-8533</p>	
---	--	--	--



REFERENCE NO. 1



THE BOUNDARY OF 1.5268 ACRES THAT IS SHOWN ON THIS DRAWING WAS PLACED BY THE DEPARTMENT OF NATURAL RESOURCES MARCH, 1987 AND IS IN ACCORDANCE WITH THE COASTAL MARSHLAND PROTECTION ACT.



**CURVE DATA**

DELTA	34°37'34"
RAIUS	144.30'
CHORD	230.39'
CH. BEC.	182°37'22"E

**LEGEND**

CONCRETE PAVEMENT FURROW	1/4" = 10'
ROAD AND FURROW	1/8" = 10'

DATE: 1/17/2010  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 SCALE: 1" = 30'

I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 78-186 AND IS SUBJECT TO RECORDATION.

DATE: 1/17/2010  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 SCALE: 1" = 30'



EXHIBIT A


DESIGNER	EMC
DRAWN BY	[Name]
DATE	1-17-10
SCALE	1" = 30'
PROJECT	BOOKS
SHEET	01

PLAT OF 1.5268 ACRES TO BE DEDICATED AS ADDITIONAL RIGHT-OF-WAY LOCATED ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF HERB RIVER DRIVE

SURVEYED FOR:  
 DUTCH ISLAND RESIDENT'S ASSOCIATION

**EMC ENGINEERING SERVICES, INC.**  
 Post Office Box 8101  
 25 East Charleston Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6533





EMC ENGINEERING SERVICES, INC.  
 23 East Gordon Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6333

PLAT OF 2,419 ACRES, CONSISTING OF  
 HORSE HAMMOCK & FOUR UHNAHED HAMMOCKS  
 IN CHATHAM COUNTY, GEORGIA  
 SURVEYED FOR  
 ATLANTIC INVESTORS DEVELOPMENT CORP.

DESIGN	INC
GRAPHICS	INC
REVIEW	BY
DATE	12-21-85
SHEET	1 OF 100
PROJECT	BROOK
SHEET	1 OF 1

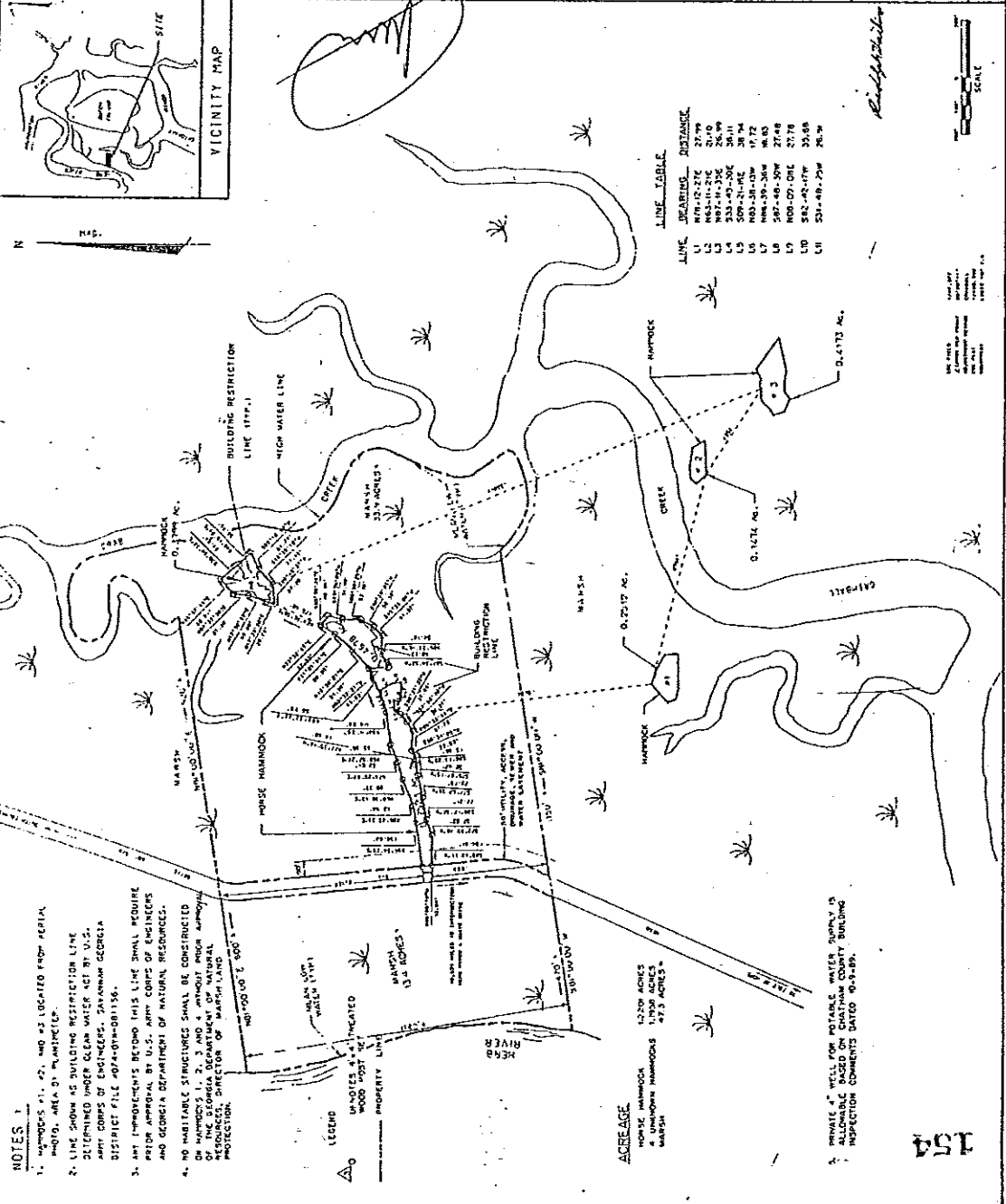


EXHIBIT "D"

Grimball Point  
Dutch Island

## Grimball Point

### *Declarations*

1. Subject to 99-D, 857 [originally filed for Grimball Point]
  - a. Amended by 110-L, 199 [decs that subject Phase 2 to 99-D, 857 and amend 99-D, 857]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 110-L: Use of Land: Single family residences – otherwise by permission.

APPROVED BY CHATHAM COUNTY RECORDS 11/21/71

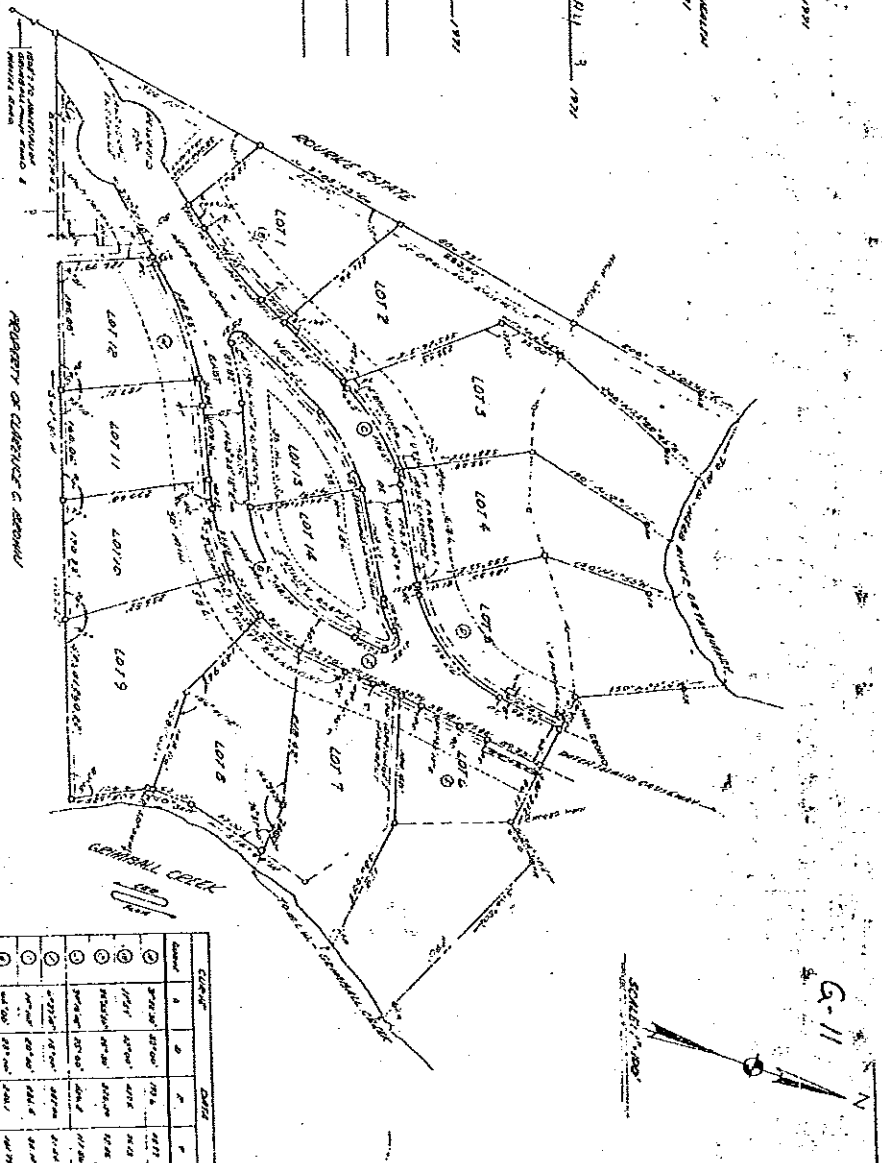
APPROVED BY CHATHAM COUNTY SUPERVISORS AT PUBLIC HEARING  
HELD AT CHATHAM COUNTY COURTHOUSE, WARE, GA. 11/21/71

APPROVED BY CHATHAM COUNTY SUPERVISORS AT PUBLIC HEARING  
HELD AT CHATHAM COUNTY COURTHOUSE, WARE, GA. 11/21/71

R. J. FORD, Mayor  
J. H. BROWN, At-Large  
D. B. GIBBS, At-Large

I HEREBY CERTIFY THAT THIS IS A  
CORRECT REPRESENTATION OF THE LAND  
WHICH HAS BEEN APPLICATED FOR RECORDATION  
AND THAT THE INFORMATION CONTAINED  
HEREIN IS TRUE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE AND BELIEF.

- 1. ALL LOTS TO BE 50 FEET WIDE AT THE FRONT AND 100 FEET WIDE AT THE REAR.
- 2. ALL LOTS TO BE 100 FEET LONG AT THE FRONT AND 200 FEET LONG AT THE REAR.
- 3. ALL LOTS TO BE 50 FEET WIDE AT THE FRONT AND 100 FEET WIDE AT THE REAR.
- 4. ALL LOTS TO BE 100 FEET LONG AT THE FRONT AND 200 FEET LONG AT THE REAR.
- 5. ALL LOTS TO BE 50 FEET WIDE AT THE FRONT AND 100 FEET WIDE AT THE REAR.
- 6. ALL LOTS TO BE 100 FEET LONG AT THE FRONT AND 200 FEET LONG AT THE REAR.
- 7. ALL LOTS TO BE 50 FEET WIDE AT THE FRONT AND 100 FEET WIDE AT THE REAR.
- 8. ALL LOTS TO BE 100 FEET LONG AT THE FRONT AND 200 FEET LONG AT THE REAR.
- 9. ALL LOTS TO BE 50 FEET WIDE AT THE FRONT AND 100 FEET WIDE AT THE REAR.
- 10. ALL LOTS TO BE 100 FEET LONG AT THE FRONT AND 200 FEET LONG AT THE REAR.



REVISION  
SUBDIVISION  
GRIMSBALL POINT  
SOUTHERN UNION CO.  
CHATHAM COUNTY  
GEORGIA  
DEVELOPER

GENERAL SITE MAP

Lot	Area	Area	Area	Area
1	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00

APRIL 22, 1971

For Amendment See ~~105-R-583~~  
 105-R-583-110-R-199, 128-A-198  
 For AGMT see 134-K-562  
 For Rerecord see 134-2-843  
 For agmt of Amend see 140-H-82

DECLARATIONS OF RESTRICTIONS,  
CONDITIONS, LIMITATIONS,  
RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

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FOR DIRECTIONS TO CANCEL  
 See Record Book 134-K-562  
 Received For Record 3/25/88  
 CANCELLED  
 PROPERTY CLERK Superior Court Chatham County, Ga.  
 5/15/88  
 ONLY 11:45 AM  
 10/10/11 AM  
 D. CO.

Applicable to DUTCH ISLAND DEVELOPMENT, including at this time properties located on GRIMBALL'S POINT, an approved subdivision, subject to Chatham County, Georgia, zoning ordinances; this plat of GRIMBALL'S POINT comprises the first phase of the DUTCH ISLAND DEVELOPMENT and was made by Robert Bahr, Registered Engineer, dated May 11, 1971, and is recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia, Book 97, Folio 11.

W I T N E S S E T H:

DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, and the LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter called the COMPANIES), hereby declare that they have imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND DEVELOPMENT, located at GRIMBALL'S POINT, which shall later include GNANN HAMMOCK and DUTCH ISLAND, subdivision plats of which are not recorded as of <sup>May</sup> ~~March~~ 18, 1971, Chatham County, Georgia, to-wit:

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various

lots, areas, and streets (shown on the first plat of DUTCH ISLAND DEVELOPMENT, known as GRIMBALL'S POINT), as hereinafter set out, but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by one or more of the COMPANIES. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from any of the COMPANIES hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the COMPANIES agree and bind themselves to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on that plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas, and streets shown on the recorded plat of GRIMBALL'S POINT. These restrictions do not apply to the use of areas now designated or designated at some future date by the COMPANIES, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate houses, including gates, and recreational areas, and the COMPANIES expressly reserve unto themselves the right to designate any lot or area for the aforesaid purpose.

I. RESERVATIONS:

1. The COMPANIES reserve the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by them, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by one or more of the COMPANIES from time to time. This provision is not to be construed as an obligation on the part of the COMPANIES to designate such "Private Ways." The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the COMPANIES and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The COMPANIES agree to maintain all other streets that are open for use by the residents for a period of three years after the streets are opened. Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The COMPANIES reserve the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the



property owners, while still permitting flexibility in development by the COMPANIES.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the COMPANIES.

III. EASEMENTS:

1. UTILITY EASEMENT.

The COMPANIES reserve a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the COMPANIES to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown on the attached two plats in DUTCH ISLAND DEVELOPMENT shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of GRIMBALL'S POINT, except that in addition minimum set-back

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from inside lot division lines shall be not less than twenty-five (25) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots provided approval is first obtained from the COMPANIES.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the COMPANIES to install or maintain a sewerage system; however, it is contemplated that when a sufficient number of houses are constructed, such a system will be installed. What will constitute a sufficient number of houses shall be determined by the COMPANIES.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be

commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan,

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section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches or more, breast high, and all cedar trees, magnolia trees, and dogwood trees, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2600 square feet for a one-story residence and 1600 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

## 8. CUTTING OF TREES.

No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES, nor may any dogwood, cedars, or magnolias be cut regardless of size without the written consent from the COMPANIES.

## 9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

## 10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

## 11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

## 12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural

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or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the COMPANIES; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance for the COMPANIES specifically so provides.

b. The COMPANIES will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c. In any event, no property-owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the COMPANIES. Unless otherwise agreed with the COMPANIES in writing, the owner of each lot or area abutting on any lake or pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The COMPANIES reserve the right to enter

onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the COMPANIES.

b. No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the COMPANIES.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the COMPANIES.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the COMPANIES.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the COMPANIES.

f. No building shall be constructed on a concrete slab unless prior approval is given in writing by the COMPANIES.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.



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16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the COMPANIES, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS, AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the COMPANIES and must be approved by the COMPANIES in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the COMPANIES in their sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on upon any lot in said DUTCH ISLAND DEVELOPMENT, nor

shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the COMPANIES.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the COMPANIES, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The COMPANIES shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the COMPANIES; and the COMPANIES may enter upon any lot or area upon which sign or matter is

erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The COMPANIES reserve the right to care for vacant and unimproved and unkept lots and areas in said DUTCH ISLAND DEVELOPMENT to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the COMPANIES, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the COMPANIES to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the COMPANIES.

VI. COVENANTS RUNNING WITH THE LAND:

The aforesaid restrictions, conditions, limitations, and agreements shall be construed as covenants running with the land and shall apply to and bind all persons and shall be enforceable by the COMPANIES, their successors and designated assigns, or by any person who at any time shall own land in the said DUTCH ISLAND DEVELOPMENT; but the failure to enforce

any one, or more, shall not be deemed as a waiver of the right by the COMPANIES or any individual owner to do so thereafter as to the same or any subsequent breach thereof.

VII. TERM:

These covenants shall run with the land, and shall be binding upon the COMPANIES and all parties and persons claiming under them for a period of twenty-five (25) years from the date that this declaration shall be filed for record in the public records of Chatham County, Georgia; after which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said one or more of the COMPANIES, their successors or designated assigns, and then after thirty-five (35) years the owners of a majority of the lots or areas in said DUTCH ISLAND DEVELOPMENT and said instrument shall be filed for record in the public records of said county within ninety (90) days from the expiration of the preceding period.

VIII. ENFORCEMENT OF COVENANTS:

If any person or persons owning or exercising possession or control of a lot or area in said DUTCH ISLAND DEVELOPMENT shall violate, or attempt to violate, any of the covenants herein contained, it shall be lawful for the COMPANIES, their successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate, any such covenants and either to prevent him or them from doing so or to recover

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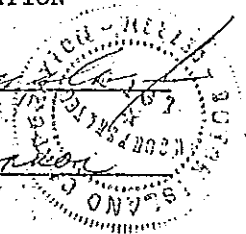
damages for such violation or both. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION have caused this instrument to be executed by their duly authorized officers, and their corporate seals to be affixed under proper authority of their Board of Directors, on this 11th day of May, 1971.

DUTCH ISLAND CORPORATION

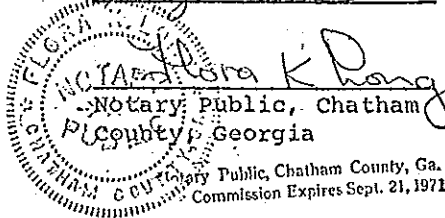
By: [Signature]  
President

Attest: [Signature]  
Secretary



Signed, sealed and delivered in the presence of:

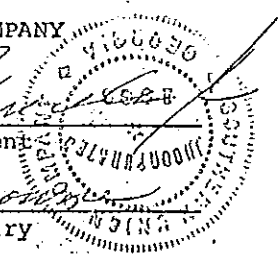
[Signature]



SOUTHERN UNION COMPANY

By: [Signature]  
President

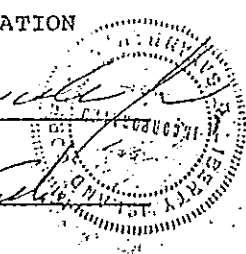
Attest: [Signature]  
Secretary



LIBERTY ISLAND CORPORATION

By: [Signature]  
President

Attest: [Signature]  
Secretary



Filed For Record At 2:23 O'Clock P. M. On The 19 Day Of May, 1971  
Recorded In Record Book 857 Folio 2  
On This 19 Day Of May, 1971

CLERK, SUPERIOR COURT, CHATHAM CO., GA.

*In Agent of Convent & Records File 146-H-56482*

*For AGMT see 134-K-562*

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

AMENDMENT OF RESTRICTIVE COVENANTS

583

This Amendment to Declaration of Covenants and Restrictions made this 19<sup>th</sup> day of August, 1975, by Dutch Island Corporation, The Southern Union Company, and The Liberty Island Corporation, all Georgia corporations (hereinafter referred to as "the Companies").

WHEREAS, the Companies have heretofore executed Declarations of Covenants and Restrictions recorded in Deed Record Books 99-D, Folio 857 and 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations set forth minimum set back restrictions as shown on the recorded plat of Gnann Hammock Subdivision, Phase I; and

*Gnann*

WHEREAS, the recorded plat of Gnann Hammock Subdivision, Phase I, recorded in Subdivision Map Book H, Folio 2 of the Plat Records of the Superior Court of Chatham County, Georgia, shows a fifty foot (50') minimum building set back from the Eastern boundary of Coveview Drive (formerly Buccaneer Drive) as to Lots 22, 23 and 24; and

WHEREAS, the survey of Lot 23, said Subdivision and Phase, by Vincent Helmly, registered Land Surveyor, dated August 18, 1975, shows an encroachment of the building set back line by the improvements of this lot; and

WHEREAS, the Companies wish to waive any right to enforce this violation of the building set back restrictions and wish to modify the set back restrictions as to Lot 23, Gnann Hammock Subdivision, Phase I, and the adjoining Lots 22 and 24, so that there will be a uniform minimum set back as to improvements on the East side of Coveview Drive.

NOW, THEREFORE, the Companies for and in consideration of the premises do hereby waive any right to enforce the aforesaid violation of the set back provisions of the aforesaid Declarations and Restrictions and do hereby amend the minimum set back restrictions

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as to Lots 22, 23 and 24, Gnann Hammock Subdivision, Phase I, to provide that the minimum set back line from the East side of Buccaneer Drive (now Coveview Drive) is changed from fifty feet (50') as set forth in the recorded map of said subdivision, to a minimum set back line from the East side of Buccaneer Drive (now Coveview Drive) of forty feet (40').

IN WITNESS WHEREOF, the Companies have caused this instrument to be executed by their duly authorized officials and seals affixed.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

James Tomson

Patsy Brown  
NOTARY PUBLIC  
Patsy Brown  
Notary Public, Chatham County, Ga.  
My Commission Expires July 5, 1977.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

James Tomson

Patsy Brown  
NOTARY PUBLIC  
Patsy Brown  
Notary Public, Chatham County, Ga.  
My Commission Expires July 5, 1977.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

James Tomson

Patsy Brown  
NOTARY PUBLIC  
Patsy Brown  
Notary Public, Chatham County, Ga.  
My Commission Expires July 5, 1977.

Patsy Brown  
NOTARY PUBLIC  
Patsy Brown  
Notary Public, Chatham County, Ga.  
My Commission Expires July 5, 1977.

DUTCH ISLAND CORPORATION

BY: Frank Smith  
PRESIDENT

ATTEST: Ann H. Connor  
SECRETARY

SEAL: DUTCH ISLAND CORPORATION, GEORGIA, 1970

LIBERTY ISLAND CORPORATION

BY: Frank Smith  
PRESIDENT

ATTEST: Ann H. Connor  
SECRETARY

SEAL: LIBERTY ISLAND CORPORATION, GEORGIA, 1970

SOUTHERN UNION COMPANY

BY: Frank Smith  
PRESIDENT

ATTEST: Ann H. Connor  
SECRETARY

SEAL: SOUTHERN UNION COMPANY, GEORGIA, 1968

Filed For Record At 2:45 O'Clock P.M. On The  
30 Day of September 19 75  
Recorded in Record Book 195 - R. Page 583  
On The 30 Day of September 19 75

CLERK, SUPERIOR COURT, CHATHAM CO. GA.

THIS DECLARATION made this 31<sup>st</sup> day of March, 1978 by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES);

WHEREAS, the Companies made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, folio 857 and Deed Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

WHEREAS, SALT MARSH COMPANY, a Georgia corporation, is the owner of certain real property known as Dutch Island Subdivision, Phase Two, which is a part of the Dutch Island Development, the plat of said subdivision being recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book P, folio 10; and

WHEREAS, the Companies desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents; and

WHEREAS, Salt Marsh Company hereby assents to the within covenants.

W I T N E S S E T H:

The Companies hereby declare that Dutch Island Subdivision, Phase Two, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book P, folio 10 in the office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, folio 857 of the Deed Records of the Superior Court of Chatham County, Georgia as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation recorded in Deed Record Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.



The Declarations of Restrictions recorded in Deed Book 99-D, folio 857 of the aforesaid records shall be amended by deleting the original sections:

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- IV. USE OF LAND:
  - 1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
  - 2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
  - 6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
  - 7. SIZE OF RESIDENCE.
  - 8. CUTTING OF TREES.
  - 14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING. (f)

The following provisions shall be inserted in lieu thereof:

- IV. USE OF LAND:
  - 1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy, but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

- 2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back

from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns; and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high; and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their whole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(f) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies with corporate seals affixed the day and year first above written.

Signed, sealed and delivered as to Dutch Island Corporation:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

DUTCH ISLAND CORPORATION  
BY: Francis J. Johnson  
PRESIDENT  
ATTEST: Anna W. ...  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Liberty Island Corporation:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

LIBERTY ISLAND CORPORATION  
BY: Francis J. Johnson  
PRESIDENT  
ATTEST: Anna W. ...  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Southern Union Company:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

SOUTHERN UNION COMPANY  
BY: Francis J. Johnson  
PRESIDENT  
ATTEST: Anna W. ...  
SECRETARY  
(CORPORATE SEAL)

Salt Marsh Company hereby assents to the aforesaid Covenants.

Signed, sealed and delivered as to  
Salt Marsh Company:

SALT MARSH COMPANY

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Francis Johnson

BY: Francis Johnson  
PRESIDENT

Pat Brown

ATTEST: Marie H. Stevens  
SECRETARY

NOTARY PUBLIC, CHATHAM COUNTY, GA.

PAT BROWN

Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

(CORPORATE SEAL)



Filed for Record At... 3:51... O'clock... P.M. On The  
... 11... Day Of... April... 19... 78  
Recorded In Record Book... 112... 2... Page... 199  
On The... 11... Day Of... April... 19... 78

CLERK, SUPERIOR COURT, CHATHAM CO., GA.

For Copy of Amend + Waiver fee 146-H-82

RECORDED  
INDEXED  
DEC 30 2 59 PM '85  
EOL  
CLERK SUPERIOR COURT

For Record see 134-2-843

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC., DATED MAY 11, 1971 RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 99-D, FOLIO 857, AMENDED AUGUST 19, 1975 BY AMENDMENT RECORDED IN DEED BOOK 105-R, FOLIO 583, AFORESAID RECORDS. ALSO THOSE GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS DATED JULY 1972 AND RECORDED IN DEED BOOK 100-W, FOLIO 359, AFORESAID RECORDS AND ALSO, THOSE DECLARATION OF COVENANTS AND RESTRICTIONS DATED MARCH 31, 1978 AND RECORDED IN DEED BOOK 110-L, FOLIO 199, AFORESAID RECORDS.

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THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS made this 27 day of December, 1985, by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY AND LIBERTY ISLAND CORPORATION, hereinafter collectively referred to as the "Companies".

WHEREAS, the Companies have heretofore executed Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, etc. dated May 11, 1971 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 99-D, Folio 857, Amended August 19, 1975 by Amendment recorded in Deed Book 105-R, Folio 583, aforesaid records. Also those General Declaration of Covenants and Restrictions dated July 1972 and recorded in Deed Book 100-W, Folio 359, Restrictions dated March 5, 1979 and recorded in Deed Book 112-J, Folio 463, and those dated March 7, 1979 and recorded in Deed Book 112-J, Folio 148, all in aforesaid records, (all collectively referred to as Restrictive Covenants); and,

WHEREAS, the Companies desire to amend these Restrictive Covenants.

NOW THEREFORE, for and in consideration of the premises contained herein the Companies do hereby amend the Restrictive Covenants as follows:

1. By adding the names "Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns" after the name Liberty Island Corporation each and every place the name Liberty Island Corporation appears in said Restrictive Covenants so that Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII shall be deemed to be included in the term "Companies" as it is used in said Restrictive Covenants.

Filed For Record At 2:59 o'clock P.M. On The 30 Day Of Dec 19 1985  
Recorded In Record Book 146-82 Folio 198  
On The 30 Day Of Dec 19 85  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

2. The term "Companies" as used in the Restrictive Covenants shall mean any of the following corporations and their successors and assigns as developers of the Dutch Island Development: Southern Union Company or Liberty Island Corporation or Dutch Island Corporation or Atlantic Investors Development Corp. or Atlantic Investors, Ltd. - Series VII, their successors and assigns. Any of the powers, privileges, approvals, rights or reservations (including voting rights) of the Companies contained in the Restrictive Covenants may be exercised by any one of the corporations included in the term Companies.

3. Dutch Island Corporation, Southern Union Company and Liberty Island Corporation hereby appoint Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns as their successor and designated assigns as the terms are used in the Restrictive Covenants and assigns to them the rights, (including voting rights), privileges, powers, approvals and reservations of the Companies as set forth in the Restrictive Covenants. Dutch Island Corporation, Southern Union Company and Liberty Island Corporation hereby irrevocably appoint and constitute Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns and each of them their true and lawful attorney in fact in their name, place and stead to exercise any right, privilege, power, approval and reservation, of any kind and nature granted or reserved to any of the Companies under the Restrictive Covenants including, but not limited to, the right to amend the Restrictive Covenants. Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns may exercise this power itself or grant Power of Attorney to another to so act. The Power of Attorney granted herein is a special Power of Attorney coupled with an interest, is irrevocable and shall survive the dissolution of the corporation. Corporations and Limited Partnerships may exercise the power and act through any of its corporate officers and General Partners, respectively. Upon request by Atlantic Investors Development Corp. or Atlantic Investors, Ltd. - Series VII, their successors and assigns, the Companies agree to execute any separate Power of Attorney that may be necessary or

proper to permit the above listed power to be exercised.

IN WITNESS WHEREOF, the undersigned DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION have caused this instrument to be executed by their duly authorized officers, and their corporate seals to be affixed under proper authority of their Board of Directors, on this 27<sup>th</sup> day of December, 1985.

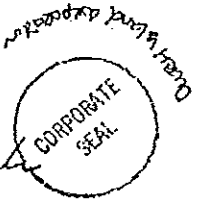
DUTCH ISLAND CORPORATION

By: [Signature]

Title: President

Attest: [Signature]

Title: Sec.



As to Dutch Island Corporation executed in the presence of:

William W. Skarouse

Barbara J. Chambless  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-89  
(Seal)  
Date signed by Notary: 12/27/85.

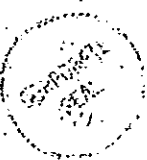
SOUTHERN UNION COMPANY

By: [Signature]

Title: President

Attest: [Signature]

Title: Sec.



As to Southern Union Company executed in the presence of:

William W. Skarouse

Barbara J. Chambless  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-89  
(Seal)  
Date signed by Notary: 12/27/85.

LIBERTY ISLAND CORPORATION

By: *Richard W. Smith*  
Title: *President*

Attest: *Maria G. ...*  
Title: *Secy*

As to Liberty Island Corporation,  
executed in the presence of:

*William Shearson*

*Carla J. Chambers*

Notary Public, Chatham County, GA  
Commission Expires: *9-22-87*



Date signed by Notary: *12/27/85*



*(Handwritten marks)*

*(Lot 21, Gwainthamock S/D Pt 1)*

*For Deed 126 & Deed 127, Dec 1746-1780 + 83*

*For Amend Deed 157 p6279EW  
(Lot 3-32 D.I. 3/10 144)*

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STATE OF GEORGIA )  
COUNTY OF CHATHAM )

RE-RECORDED TO SHOW CORRECTIONS ON  
PAGE 2

JUN 25 3 55 PM '87  
DORIS S. STEPHENS  
CLERK S.C.C.G.A.

RECEIVED  
FOR RECORD

843

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 24th day of June, 1987, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real property known as Dutch Island Subdivision, Phase 6, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-5, Folio 63, and

WHEREAS, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH:

The Partnership hereby declares that Dutch Island Subdivision, Phase 6, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 8-5, Folio 63, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-D, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book

JUL 1 3 10 PM '87  
DORIS S. STEPHENS  
CLERK S.C.C.G.A.

RECEIVED  
FOR RECORD

Filed For Record At 3:55 O'clock P. M. On The 25 Day Of June 1987  
Recorded in Record Book 134-2 Folio 843  
On The 1 Day Of July 1987

Filed For Record At 3:10 O'clock P. M. On The 1 Day Of July 1987  
Recorded in Record Book 134-2 Folio 843  
On The 1 Day Of July 1987

046893A001 07/01/87TOTAL 11.00

CLERK SUPERIOR COURT, CHATHAM CO., GA.

129-A, Folio 202, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions. The terms "Developer" as used therein shall also refer to and include Dutch Island Associates, Ltd., a Georgia Limited Partnership and its successors and assigns.

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I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision Phase 6, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII.

WATER, SEWER AND GARBAGE COLLECTION

1. WATER SERVICE. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from developer, a separate connection or tap in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage and availability charges may be billed monthly, bimonthly or quarterly at the option of the Utility. There shall be no discharge of water into the

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sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the companies and/or partnership or their successors and assigns. The companies and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

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2. SEWER SERVICE AND GARBAGE COLLECTION. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid restrictive covenants, as amended.

Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the

848


construction of dwellings within said subdivision.


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2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.


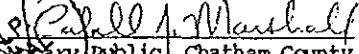
IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized General Partner of Dutch Island Associates Ltd, a Georgia Limited Partnership, the day and year first above written as the date hereof.

DUTCH ISLAND ASSOCIATES, LTD., A  
GEORGIA LIMITED PARTNERSHIP

BY:   
MURRAY S. MARSHALL  
GENERAL PARTNER

BY:   
ROBERT C. MARTIN JR.  
GENERAL PARTNER

Signed, sealed and delivered  
in the presence of:

  
  
Notary Public, Chatham County,  
Georgia  
Notary Public, Chatham County, Georgia  
My Commission Expires Feb. 25, 1991

Gnann Hammock  
Dutch Island

## Gnann Hammock

### *Declarations*

1. Subject to 99-D, 857 by incorporation by reference in 100-W, 359 [originally filed for Grimball Point]
  - a. Amended by 110-L, 199 [decs that subject Phase 2 to 99-D, 857 and amend 99-D, 857]
2. Subject to 100-W, 359 [filed originally for Gnann Hammock, Phase 1]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 110-L: Use of Land: Single family residences – otherwise by permission.
6. 100-W: Creates Dutch Island Residents Association, Inc.
7. 100-W: Every person who is a record owner of fee is a Member of Association.
8. 100-W: Voting
  - a. Two classes of voting members
    - i. Class A: all owners except Companies
      1. One vote for each lot
    - ii. Class B: Companies
      1. 3 votes for each lot they hold interest in
9. 100-W: Assessments
  - a. Annual General Purpose Assessments - \$250 per lot; increase by vote of members
  - b. Annual Special Purpose Assessments – majority of combined Class B & Class A members voting.
  - c. Special Assessments for Capital Improvements

Notes in McCruken file say Gnann H. Ph 2 & 3 make subject to 100-W, 359 in each individual deed out.

100-W: Amendment by recorded supplemental dec

# PHASE ONE

APPROVED BY CHATHAM COUNTY ENGINEER \_\_\_\_\_ 1972

COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING & SANITATION \_\_\_\_\_ 1972

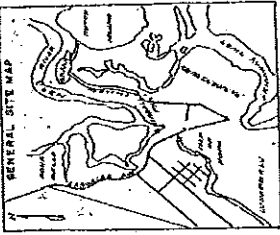
DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION \_\_\_\_\_ 1972

SECRETARY

APPROVED IN OPEN COURT THIS 24<sup>th</sup> DAY OF April 1972

\_\_\_\_\_  
*Ed S. O'Neal*  
*Frank D. Dierker*  
*R.E. Lightfoot*

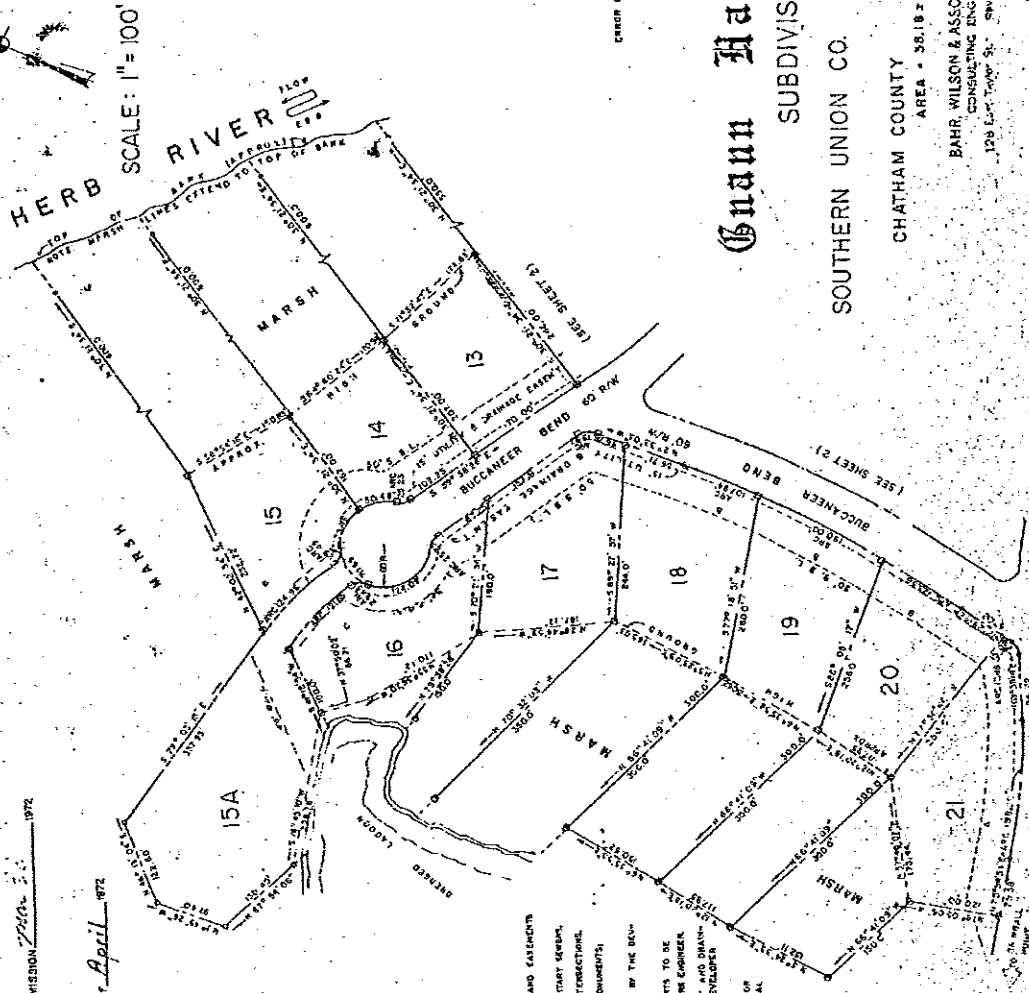


CURVE	A	B	C	D	E	F	G	H	I	J
CHORD	121' 00"	141' 00"	161' 00"	181' 00"	201' 00"	221' 00"	241' 00"	261' 00"	281' 00"	301' 00"
ANGLE	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'	120° 00'
AREA	100.00	150.00	200.00	250.00	300.00	350.00	400.00	450.00	500.00	550.00

NOTE: ALL CORNER MARKS 20.0'



ERROR OF CLOSURE .7500



### GENERAL NOTES

- ALL LOTS TO HAVE MINIMUM SET BACK LINES AND GAS MAINS AS INDICATED.
- LOTS TO BE SERVED BY PRIVATE WATER & SANITARY SERVICE.
- STREETS MARKED TO BE INSTALLED AT ALL INTERSECTIONS.
- ALL CONCRETE SHALL BE 4" MINIMUM THICKNESS.
- ALL CONCRETE SHALL BE 4" MINIMUM THICKNESS.
- STREETS IN THIS SUBDIVISION SHALL BE PAVED BY THE DEVELOPER AS REQUIRED BY CHATHAM COUNTY.
- INSTALL CONCRETE DRIVEWAYS AND WALKWAY COLLECTS TO BE MAINTAINED UNDER SUPERVISION OF DEVELOPER'S ENGINEER.
- ALL MAINTENANCE SHALL BE PROVIDED BY DEVELOPER OR BY INDIVIDUAL LOT OWNERS.
- AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES AS REQUIRED.
- ALL BUILDING FLOOR ELEVATIONS TO BE 12' A.S.L. MINIMUM.

**Gunn Hammock**  
 SUBDIVISION  
 SOUTHERN UNION CO. DEVELOPER

CHATHAM COUNTY GEORGIA

AREA - 38.18 ± ACRES

BAHR, WILSON & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 128 East Taylor St. Savannah, Georgia

**GENERAL NOTES**

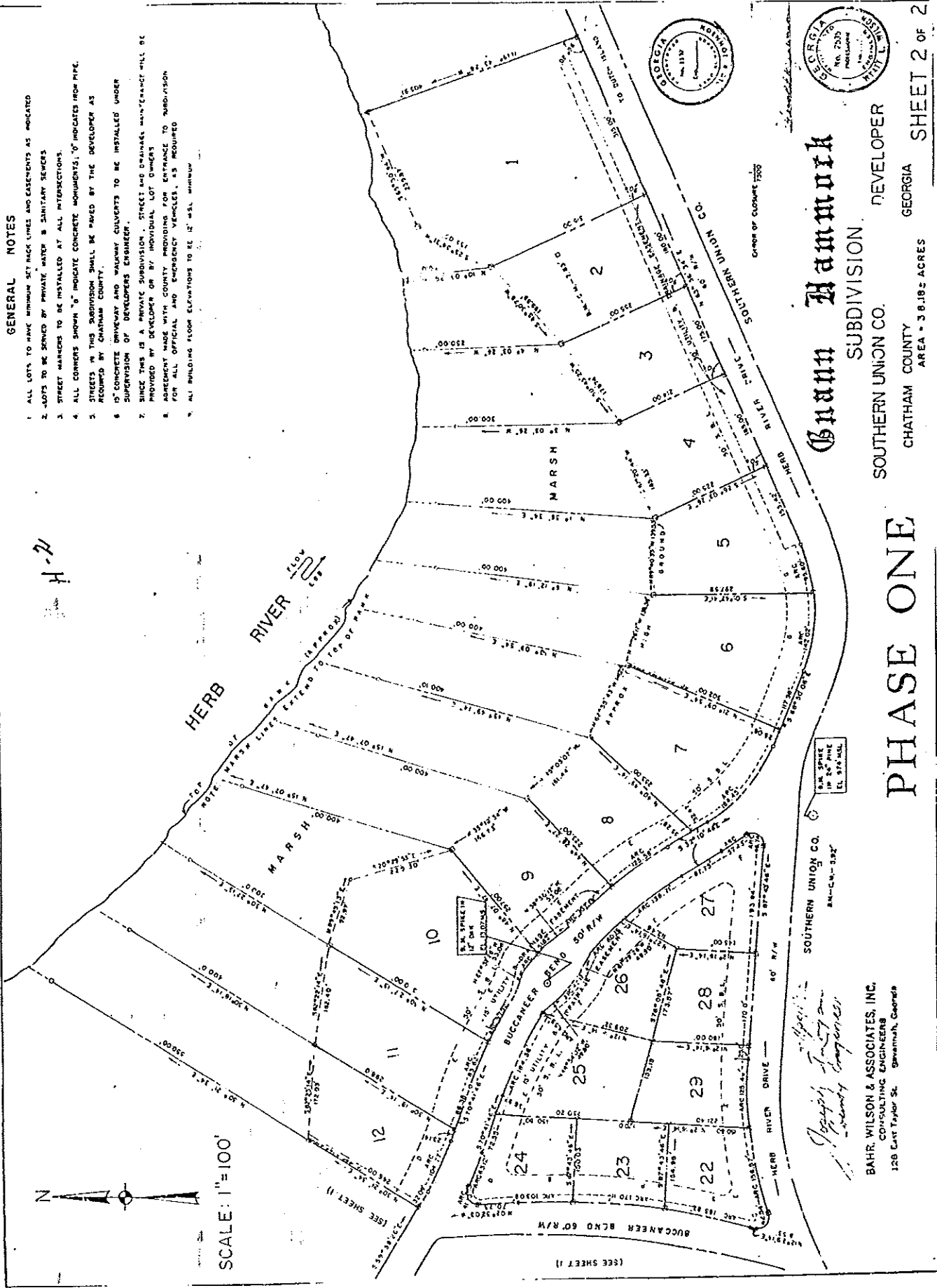
1. ALL LOTS TO HAVE MINIMUM SKY RACK LINES AND EASEMENTS AS INDICATED
2. LOTS TO BE SERVED BY PRIVATE WATER & SANITARY SEWERS
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS
4. ALL CORNERS SHOWN "O" INDICATE CONCRETE MONUMENTS, "U" INDICATES IRON PIPE, RECORDED BY CHATHAM COUNTY
5. STREETS IN THIS SUBDIVISION SHALL BE PAVED BY THE DEVELOPER AS REQUIRED BY CHATHAM COUNTY
6. 12" CONCRETE DRIVEWAY AND WALKWAY CULVERTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEER
7. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPER OR BY INDIVIDUAL LOT OWNERS
8. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED
9. ALL BUILDING FLOOR ELEVATIONS TO BE 12" A.S.L. MINIMUM

H-2



SCALE: 1"=100'

HERB RIVER  
 MARSH LINES EXTEND TO TOP OF MARSH



**Gunn Hammock**  
 SUBDIVISION DEVELOPER  
 SOUTHERN UNION CO.  
 CHATHAM COUNTY GEORGIA  
 AREA - 30.98± ACRES

**PHASE ONE**

SHEET 2 OF 2

ALL SPACES IN SQUARE FEET

SOUTHERN UNION CO.  
 INC-CR-332

*Joseph J. Taylor*  
 COUNTY ENGINEER

BAHR, WILSON & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 128 East Taylor St. Savannah, Georgia



# Gunn Hammock SUBDIVISION

APPROVED BY CHATHAM COUNTY ENGINEER 20 Dec 1972

*Joseph O. Gann*  
COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
DIVISION OF SANITATION & SANITATION DEC 27 1972

*Charles H. Lindsey*  
DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION DEC 28 1972

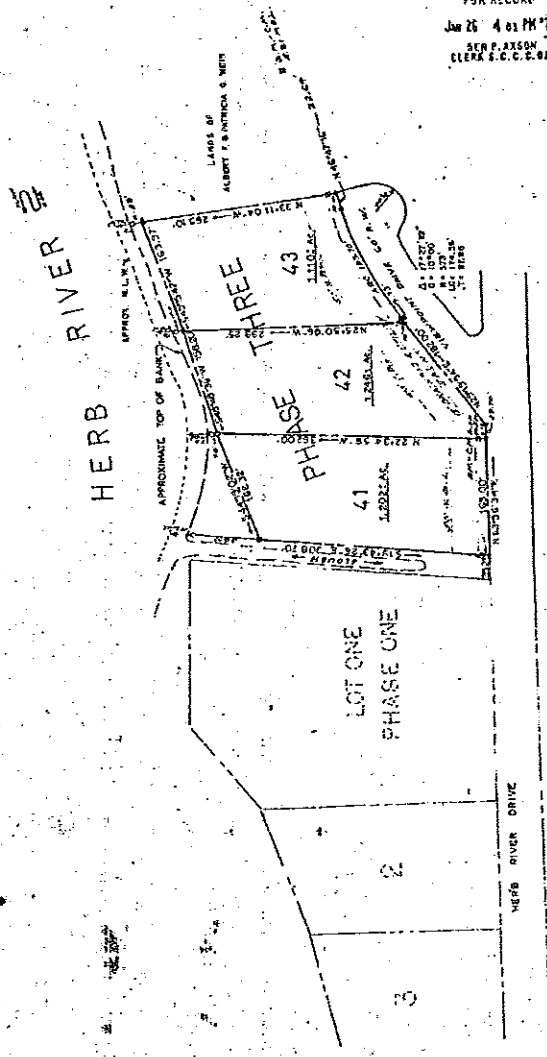
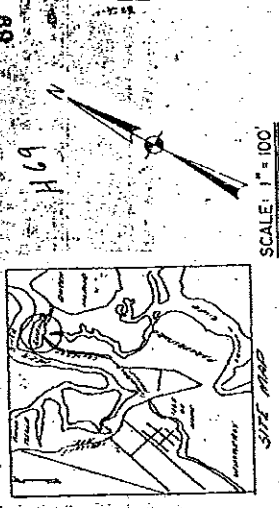
*Tom F. Smoky*  
SECRETARY, DEPUTY

APPROVED IN OPEN COURT THIS 28th DAY OF December 1972

*James G. Camp* *James O. Kewsey*  
*J. L. G. Stull* *Robert McCall*  
*Albert J. G. Stull* *Charles W. Winters*  
*Joseph M. Murren II* *Clas J. Jones*  
*Willie Brown*

### GENERAL NOTES

1. ALL LOTS TO HAVE MANHOLE SET BACK LINES AND CATCH PITS AS INDICATED.
2. LOTS TO BE SERVED BY COMPANY WATER AND SEPTIC TANK.
3. STREET MANHOLES TO BE INSTALLED AT ALL INTERSECTIONS.
4. ALL CORNER STAKE TO INDICATE CONCRETE MONUMENTS.
5. "S" INDICATES IRON PIPE.
6. "C" INDICATES CONCRETE MONUMENTS.
7. STREETS IN THIS SUBDIVISION SHALL BE PAVED BY THE DEVELOPER AS REQUIRED BY CHATHAM COUNTY.
8. 12" CONCRETE DRIVEWAY AND WALKWAY CONCRETE TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEER.
9. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPER OR INDIVIDUAL LOT OWNERS.
10. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
11. ALL HABITABLE BUILDINGS TO BE CONSTRUCTED WITH WALK-OUT BATHROOM, FLOOR ELEVATION OF SEWER ALL DRAINAGE AND SEPTIC TANK AREAS TO BE 6" N.T.S. (SEE PLAN).

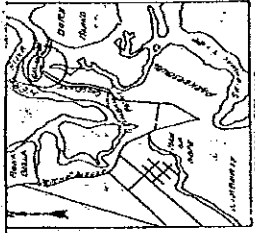


RECEIVED FOR RECORD  
JUN 26 4 01 PM '73  
SER P. AXSON  
CLERK S.C.C.C. 81.



*S.A.H.P. Wilson*  
126 D. St.  
SAVANNAH, GA. 31401

PHASE THREE  
SOUTHERN UNION CO  
DEVELOPER  
DEC 21, 1972



# Gann Hammock SUBDIVISION

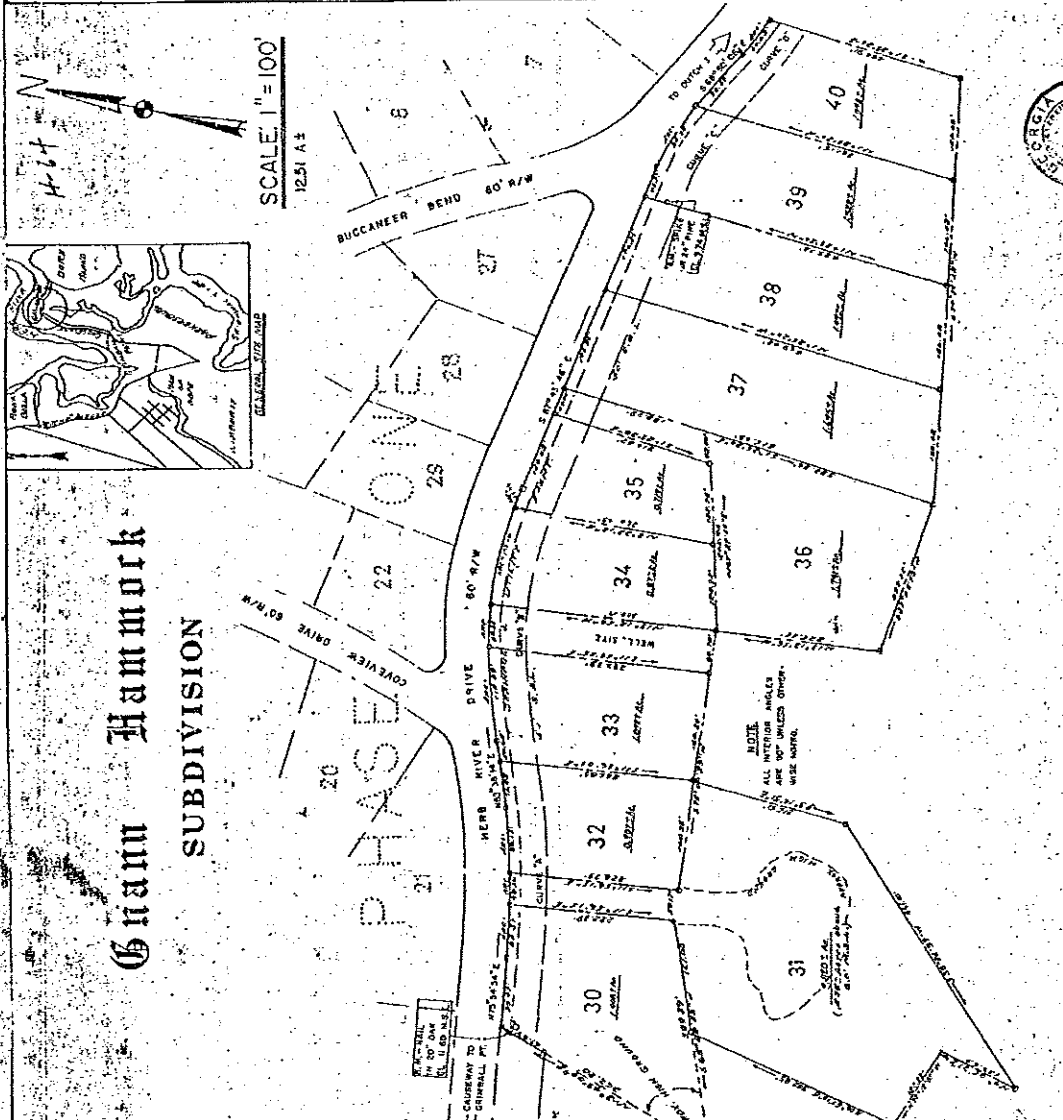
APPROVED BY CHATHAM COUNTY ENGINEER 28 Dec 1972  
*[Signature]*  
 COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF ENGINEERING & SANITATION Dec 27 1972  
*[Signature]*  
 DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION Dec. 26 1972  
*[Signature]*  
 SECRETARY, DEPUTY

APPROVED IN OPEN COURT THIS 22nd DAY December 1972  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 GENERAL NOTES

1. ALL LOTS TO HAVE SEWERAGE SET BACK LINES AND EASEMENTS AS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. ALL CONCRETE JOINTS TO INDICATE CONCRETE HOURLYMENTS.
5. "S" INDICATES IRON WIRE.
6. STREETS IN THIS SUBDIVISION SHALL BE PAVED BY THE DEVELOPER AS REQUIRED BY CHATHAM COUNTY.
7. 12" CONCRETE DRIVEWAY AND WALKWAY CURBENTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER ENGINEER.
8. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPER OR BY INDIVIDUAL LOT OWNERS.
9. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
10. ALL BUILDINGS FLOOR ELEVATIONS TO BE NOTED AS SHOWN. ALL BUILDINGS AND SEPTIC TANK AREAS TO BE 6" MIN. HIGHER.

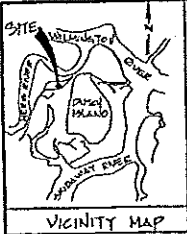


# PHASE TWO

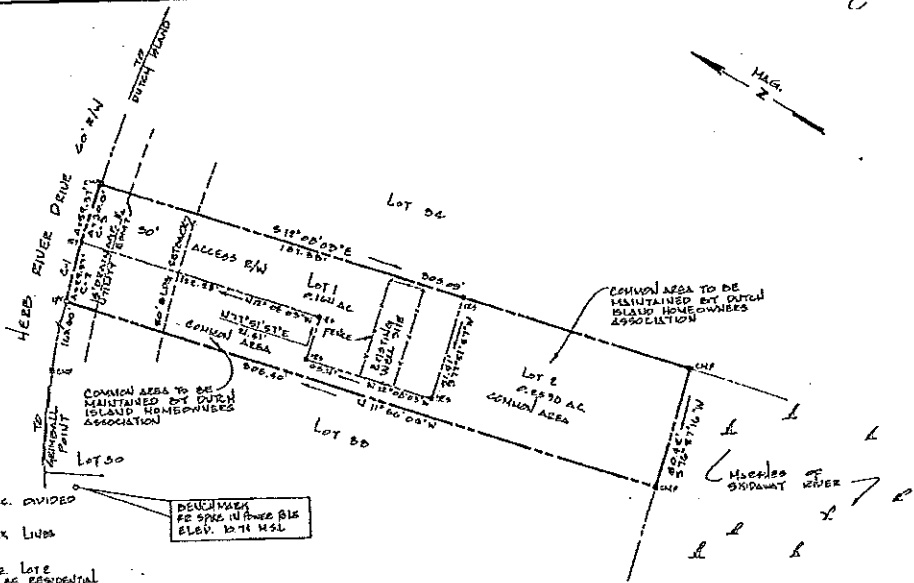
SOUTHERN UNION CO.  
 DEVELOPERS  
 DEC. 21, 1972

CURVE	DATA
1	300' 0" R. 115.0° 15' 00" T.
2	174' 18" 40" R. 100' 0" 100' 0" 107' 72"
3	174' 18" 40" R. 100' 0" 100' 0" 107' 72"
4	300' 0" R. 115.0° 15' 00" T.
5	300' 0" R. 115.0° 15' 00" T.
6	300' 0" R. 115.0° 15' 00" T.
7	300' 0" R. 115.0° 15' 00" T.

*[Signature]*  
 SAHR, WILSON & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 128 East Taylor St., Savannah, Georgia



RECEIVED  
NOV 14 1988  
BY 23 NOV 14 1988  
BY KING SULLIVAN



- NOTES:**
1. THIS SUBDIVISION CONTAINS 4.2201 AC. DIVIDED INTO TWO LOTS.
  2. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS AS INDICATED.
  3. LOT 01 IS TO BE CITY OF COMMON WELL SITE. LOT 02 IS TO BE COMMON AREA NEITHER LOT WILL BE RESIDENTIAL.
  4. 18" CONCRETE DRAINAGE AND WALKWAY CURBWORK TO BE INSTALLED BY DEVELOPER AS REQUIRED.
  5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS.
  6. ALL HABITABLE BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION OF 15.0.
  7. THIS SUBDIVISION IS WITHIN FLOOD ZONE A19. BASE IS.

DEVELOPER TO SPECIFY FLOOR SLAB ELEV. TO THE HSL

**SPECIAL NOTE:**  
ALL STREETS, RIGHT-OF-WAYS, EASEMENTS AND SITES FOR PUBLIC USE AS NOTED ON THIS PLAN ARE HEREBY DEDICATED FOR USE AS INTENDED.  
*Robert B. Marshall (Thomas Marshall)*  
OWNER

E.O.C. FIELD 1/11/87  
2 BEARS POINT 20' 00" 11'  
AND NEARBY GENERAL  
E.O.C. PLAN 1/20/87  
EQUIPMENT LOTS 10' TOTAL STATION

CURVE DATA					
CURVE	DELTA	RADIUS	TANG.	CHORD	CH. BEG.
C-1	1° 57' 26"	682.20'	29.70'	29.26'	N 72° 45' 10" E
C-2	2° 27' 00"	682.20'	19.69'	22.29'	N 15° 00' 01" E
C-3	2° 30' 17"	682.20'	19.69'	22.29'	N 11° 09' 21" E

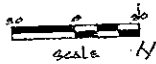
APPROVED BY CHATHAM COUNTY ENGINEERING  
*David Allgood* 11/11/1988  
COUNTY ENGINEER

APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING AND SANITATION  
*Robert J. Marshall* 11/20/1988  
DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION  
*Thomas B. Marshall* 11-1-1988  
SECRETARY

APPROVED BY CHATHAM COUNTY  
*Robert B. Marshall* 11-1-1988  
COUNTY ADMINISTRATOR

85-39



**EMC ENGINEERING SERVICES, INC.**  
P. O. Box 8701  
23 E. Chatham Street  
Savannah, Georgia 31401  
Phone: (912) 337-8232

SURVEYED FOR  
**ATLANTIC INVESTORS UTILITIES, INC.**

SUBDIVISION OF THE WELL SITE  
PHASE II GRANN HAMMOCK  
SUBDIVISION  
ON G.M. DISTRICT  
CHATHAM COUNTY, GEORGIA

DESIGNED BY: TMC  
DRAWN BY: MBR  
CHECKED BY: RM  
DATE: NOV. 6, 1988  
SCALE: 1" = 50'-0"  
PROJECT NO: 86-21  
SHEET: 1 OF 1

Amendment See 105-R-583-110-Z-199, 129-A-198

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 19<sup>th</sup> day of July, 1972, by DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter referred to as the COMPANIES).

W I T N E S S E T H:

The Companies hereby declare that they have established the following restrictions, conditions, easements, rights, and privileges on the property known as Gnann Hammock Subdivision, Phase One, a part of Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Plat Book H, folios 1 and 2.

1. DECLARATION - PURPOSES.

1.1. General Purposes. The Companies are the owners of certain real property located on Gnann Hammock and Dutch Island, Chatham County, Georgia, and desire to create thereon a residential subdivision and other facilities for the benefit of the residents of the said properties to be known as Dutch Island Development. The Companies wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

The Companies desire to provide for the preservation of the values and all of the amenities in Dutch

Dutch Island Development and to supplement certain restrictive covenants already in existence and incorporated herein by reference. Therefore, they herewith adopt and incorporate by reference into this instrument those Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. declared by the Companies to be applicable for Grimball's Point Subdivision, a portion of Dutch Island Development, said declaration of restrictions being recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of Superior Court, Chatham County, Georgia. These restrictions, rights, easements, privileges, etc., together with those set out herein shall be applicable to that phase of Dutch Island Development known as Gnann Hammock Subidision, Phase One, and shown on a plat made by Bahr Wilson & Associates, Inc., recorded in Subdivision Map Book H, folios 1 and 2, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.2. The Companies have caused a non-profit corporation to be organized known as the Dutch Island Residents Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which by covenants of record is subject to assessment

by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2. Voting Rights. The Association shall have two classes of voting members:

Class A. Class A members shall be all those owners as defined in Paragraph 2.1, with the exception of the Companies. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

Class B. Class B members shall be the Companies. Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of Dutch Island which have not been subdivided shall be treated as 500 lots for purposes of membership by the Companies until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. If the remainder of Dutch Island is subdivided in phases, then the 500 lots shall be reduced by the number of lots sold by the Companies in each phase, a plat of which is placed on record; however,

the Companies will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which they no longer own.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1. Creation of the Lien and Personal Obligation of Assessments. The Companies, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a

lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the Companies may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the Dutch Island Development and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this setoff the valuation placed on the causeway to Gnann Hammock and Dutch Island is set at 1.5 million dollars; any and all other expenditures by the Companies for any purpose, whether paving, sewerage, water systems, or beautification, shall be recorded in the books of the Companies and from time to time added to the valuation placed on the causeway for purposes of the set-off. The Companies are not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000 for purposes of this setoff.

All assessments must be levied uniformly against members of the Association.

3.2. Purpose of Assessments.

3.2.1. Annual General Purpose Assessments.

The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Dutch Island Development and, in particular, for the improvement and maintenance of the properties, services, and



facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the Companies to establish any common properties.

3.2.2. Annual Special Purpose Assessments. No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, folio 857, in the Office of the Clerk of the Superior

Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3. Special Assessments for Capital Improvements. In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the Companies including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B members and Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3. Basis and Maximum of Annual General and Special Purpose Assessments.

3.3.1. Annual General Purpose Assessments.

The annual general purpose assessment shall be \$250 per lot or living unit. From and after January 1, 1976, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years.

### 3.3.2. Annual Special Purpose Assessments.

The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3. The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B membership.

3.4. Change in Basis and Maximum of Annual General Purpose Assessments. From and after January 1, 1976, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change shall have the assent of a majority of the vote of Class B members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis

of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5. Quorum for any Action. The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence at the meeting of members, or of proxies, entitled to cast 20% of the votes of Class A members and 50% of Class B members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6. Date of Commencement of Annual Assessments; Due Dates. The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1973. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of



assessment shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added the properties now subject to assessment at a time other than the beginning of an assessment period.

3.7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$15 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when

due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

3.9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable

prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- (b) All properties which are or which become common properties.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

4. WATER SERVICE. Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service, when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as the owner shall elect to have water service, if provided, connected, he shall pay a separate connection or tap-in charge of One Hundred Dollars (\$100.00) for each such service as established by the serving utility. Thereafter he shall pay for consumption of water at

reasonable rates subject to a minimum monthly charge established by the serving utility, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, when and if provided, from any roof, footing or yard drains or any other source of water other than from household waste.

5. SEWER SERVICE AND GARBAGE COLLECTION. When and if a sewage system is installed by the Companies, all persons who shall subsequently become owners of a lot or living unit shall be required to utilize such system. Garbage disposal and garbage collection service shall be in accordance with the provisions made therefor by the Companies, when and if such provision is made.

6. GENERAL PROVISIONS.

6.1. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the Association or the Companies, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change,



and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

6.2. Notices. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of mailing.

6.3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or the Companies to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

6.4. Modification. By recorded supplemental declaration, the Companies may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The Companies shall make the sole determination of what constitutes a change in the general purposes

of these instruments.

6.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

7. Nothing contained herein shall be construed as limiting the flexibility of the Companies in developing or selling any of their properties upon such terms and conditions and in such a way as they, in their sole discretion, deem desirable.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed on the day and year first above written by the officers of the under- signed thereunto duly authorized.

Signed, sealed and delivered in the presence of:

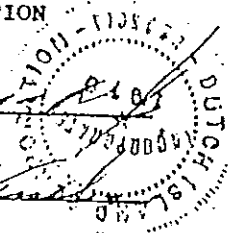
DUTCH ISLAND CORPORATION

Dora K. Hong  
Ann H. Connor

BY [Signature]

Attest [Signature]

Notary Public  
ANN H. CONNOR  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 8, 1972



Signed, sealed and delivered in the presence of:

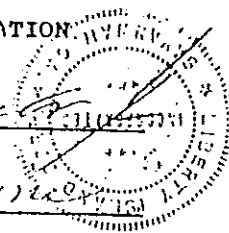
LIBERTY ISLAND CORPORATION

Dora K. Hong  
Ann H. Connor

BY [Signature]

Attest [Signature]

Notary Public  
ANN H. CONNOR  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 8, 1972



Signed, sealed and delivered in the presence of:

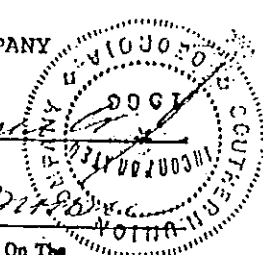
SOUTHERN UNION COMPANY

Dora K. Hong  
Ann H. Connor

BY [Signature]

Attest [Signature]

Notary Public  
ANN H. CONNOR  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 8, 1972



Filed For Record At 3:13 O'Clock P.M. On The  
19 Day Of July 1972  
Recorded in Record Book 100-W Folio 359  
On The 19 Day Of July 1972

STATE OF GEORGIA )  
 ) AGREEMENT OF AMENDMENT AND WAIVER  
 COUNTY OF CHATHAM ) OF BUILDING SETBACK LINE

82

This Agreement made and entered into on the date last executed below, by and between DUTCH ISLAND ASSOCIATES, LTD., a Georgia limited partnership, together hereinafter referred to as "Developer" and JAMES M. HEIDT, JR. and EMORY W. HEIDT, hereinafter referred to as "Owners", both of the county of Chatham, state of Georgia.

Owners presently own property known as Lot 21, Gnann Hammock Subdivision, Phase I, 6th G.M. District, Chatham County, Georgia (the "Property"). Owners have requested the developer to waive the original restrictions recorded in the records of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 99-D, Folio 857, Deed Book 100-W, Folio 359, Deed Book 105-R, Folio 583, Deed Book 110-L, Folio 199, Deed Book 129-A, Folio 198, and Deed Book 134-Z, Folio 843, as said restrictions apply to the building setback line of the Property, so as to change the building setback line on the southern boundary line of the involved property from 50', as originally shown on a Plat of said subdivision recorded in the aforesaid records in Subdivision Map Book "H", Folio 1, to 35', and the developer has agreed to such modifications as hereinafter provided.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby consents that the original restrictive covenants hereinabove mentioned be and the same hereby are amended and modified so that the 50' setback line originally pertaining to the subject property is changed to 35' along the southern boundary line of the Property in the same manner as though the original restrictive covenants had so stated.

The Developer further acknowledges its predecessor and James M. Heidt, Jr. intended to execute an agreement to this effect when James M. Heidt, Jr. originally acquired this property but the document was inadvertently not fully executed or recorded.

Filed For Record At: 11:20 O'Clock A.M. On The  
 Day Of: JULY 19 90  
 Recorded in Record Book: 44-H Folio: 82  
 On The: 3 day of July 19 90  
 CLERK SUPERIOR COURT CHATHAM CO. GA.

RECEIVED FOR RECORD  
 1990 JUL -3 AM 11:20  
 ERIC S. STEPHENS  
 CLERK S.C.C.G.A.

In addition, the Developer hereby waives the original 50' building line and agrees that the house was constructed on said property up to 35' from the southern boundary line.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals or caused these presents to be executed by their duly authorized officers on the 27<sup>th</sup> day of June, 1990.

DUTCH ISLAND ASSOCIATES, LTD.

[Signature] (L.S.)  
General Partner  
[Signature] (L.S.)  
General Partner

Executed before the undersigned  
this 27<sup>th</sup> day of June, 1990.

[Signature]  
Witness

[Signature]  
NOTARY PUBLIC  
Chatham County, Georgia  
Notary Public, Lowndes County, Georgia  
My Commission Expires April 12, 1993

[Signature] (L.S.)  
James M. Heidt, Jr.

[Signature] (L.S.)  
Emory W. Heidt

Executed before the undersigned  
this 27<sup>th</sup> day of June, 1990.

[Signature]  
Witness

[Signature]  
NOTARY PUBLIC  
Chatham County, Georgia  
JANE E. POTERASKI  
Notary Public, Chatham County, Ga.  
My Commission Expires April 30, 1991

Sample deed out  
for lot in PH 2 or 3  
of G-nann Hammock

STATE OF GEORGIA ( )  
COUNTY OF CHATHAM ( )

WARRANTY DEED

105

THIS INDENTURE, made this 26<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and eighty-eight, between, Heyward Grooms of the County of Chatham and State of Georgia, as Party of the FIRST PART, and Walter L. Heme and Sandra L. Heme, of the County of Chatham and State of Georgia, as Parties of the SECOND PART,

W-I-T-N-E-S-S-E-T-H:

THAT the said Party of the FIRST PART, for and in consideration of the sum of ten dollars and no/cents, (\$10.00), and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Parties of the SECOND PART, their heirs and assigns, all of the following described property, to-wit:

ALL of that certain lot, tract or parcel of land situate, lying and being on Dutch Island in Chatham County, Georgia, on G-nann Hammock, known and designated as Lot Forty-three (43) on that certain plat of Phase Three (3) of G-nann Hammock Subdivision made by Bahr, Wilson and Associates, Inc., dated December 21, 1972, recorded in Subdivision Map Book H, folio 69 of the records of Chatham County, Georgia and in particular according to a plat made by Stuckey Land Surveying on July 11, 1983, the same being recorded in Plat Record Book 5-P, folio 11, of the records of Chatham County Georgia, express reference being hereby made to said plat for an exact description of the metes and bounds of said property which plat is expressly incorporated herein by reference thereto.

Express reference is also made to that certain Boundary Line Agreement between Heyard Grooms and Walter L. and Sandra L. Heme dated April 26, 1988 and filed simultaneously with this deed.

AND ALSO, WITHOUT WARRANTY, all of the right, title and interest of the party of the first part in and to the property lying within the northward projections of the East and West boundary lines of said lot Forty-three (43), and the low water mark of the Herb River.

SUBJECT, HOWEVER, to certain easements and rights of way, to those certain restrictions recorded in Deed Book 100-W, Page 359 of the records of Chatham County, Georgia, and to any lawful claims by the State of Georgia or

Filed For Record At 10:44 A.M. On The 27 Day Of April 1988  
Recorded In Record Book 100-C Folio 105  
On The 27 Day Of April 1988

104675A001 04/27/88107R 365.00  
Chatham County Records  
Real Estate Transfer Tax  
\$ 365.00  
Sample M. Shearouse  
Clerk of Sup. Court

CLERK OF SUPERIOR COURT  
COUNTY OF CHATHAM  
GEORGIA

other governmental body to such portion of said property as may be "marshland" as defined by the Coastal Marshland Protection Act of 1970.

TO HAVE AND TO HOLD the said above described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Parties of the SECOND PART, their heirs, executors, administrators and assigns, in FEE-SIMPLE; and the said party of the FIRST PART the said bargained property above described unto the said Parties of the SECOND PART, their heirs, executors, administrators and assigns, against the said Party of the FIRST PART, his heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will and does hereby warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, the said Party of the FIRST PART, has hereunto set his hand, affixed his seal, and delivered these presents, the day and year first above written as the date hereof.

*Keyward Grooms*  
Keyward Grooms

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Judy K. Shearouse*  
WITNESS:

*Zina K. Walton*  
NOTARY PUBLIC, CHATHAM COUNTY, GEORGIA.  
ON ~~SEAS~~ *1st* DAY OF April, 1988.  
ZINA K. WALTON  
Notary Public, Chatham County, Ga.  
Commission Expires Oct. 23, 1989

Weis Subdivision  
Dutch Island

## Weis Subdivision

### *Declarations*

3. Subject to 99-D, 857 by incorporation by reference in 101-J, 313 [originally filed for Grimball Point]
  - a. Amended by 110-L, 199 [decs that subject Phase 2 to 99-D, 857 and amend 99-D, 857]
4. Subject to 100-W, 359 by incorporation by reference in 101-J, 313 [filed specifically for Gnann Hammock, Phase 1]

### *Points*

10. 99-D: All erection of buildings must first be approved by Companies
11. 99-D: Does not provide for creation of HOA
12. 99-D: Enforcement undertaken by Companies
13. 99-D: Amendment to Decs can be made unilaterally by Companies
14. 110-L: Use of Land: Single family residences – otherwise by permission.
15. 100-W: Creates Dutch Island Residents Association, Inc.
16. 100-W: Every person who is a record owner of fee is a Member of Association.
17. 100-W: Voting
  - a. Two classes of voting members
    - i. Class A: all owners except Companies
      1. One vote for each lot
    - ii. Class B: Companies
      1. 3 votes for each lot they hold interest in
18. 100-W: Assessments
  - a. Annual General Purpose Assessments - \$250 per lot; increase by vote of members
  - b. Annual Special Purpose Assessments – majority of combined Class B & Class A members voting.
  - c. Special Assessments for Capital Improvements



W 93° E

RIVER

LANDS OF SOUTHERN UNION CO., INC.  
155.00' N 44.00' E 66.66' W  
58.000'

30121.00'

30121.00'

HERB

LANDS OF SOUTHERN UNION CO., INC.

LOT NO 1

SUBDIVISION PHASE 3



PLAT OF A PORTION OF DUTCH ISLAND, S. S. 34.00'.  
CANTON COUNTY, GEORGIA, FOR SOUTHERN UNION  
CORPORATION, INC., SAVANNAH, GEORGIA

OCTOBER 16, 1972

SCALE 1"=100'

BAHR, WILSON & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
128 East Taylor St Savannah, Georgia

*Walter L. Wilson*



S-26



**GENERAL NOTES:**

1. THIS SUBDIVISION CONTAINS 786 ACRES DIVIDED INTO 2 LOTS.
2. LOTS TO BE SERVED BY COMMUNITY AFTER 3 SEPTIC TANKS.
3. PROPERTY BOUNDARIES INDICATED THERE BY ARE CONCRETE MANDATORY UNLESS OTHERWISE NOTED.
4. THE MAXIMUM FINISHED FLOOR ELEVATION OF ALL STRUCTURES SHALL BE 179.0 M.S.L.
5. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAN ARE HEREBY DEDICATED FOR THE USE INTENDED.

*Albert F. Weis*  
OWNER AGENT

SEPTIC TANK SYSTEMS SHALL BE CONSTRUCTED ONLY IN AREAS WHERE GROUND LEVEL IS 2.0' M.S.L. OR ABOVE.

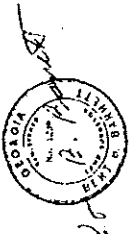
S-26

STATE OF GEORGIA  
CHATTAHOOCY COUNTY

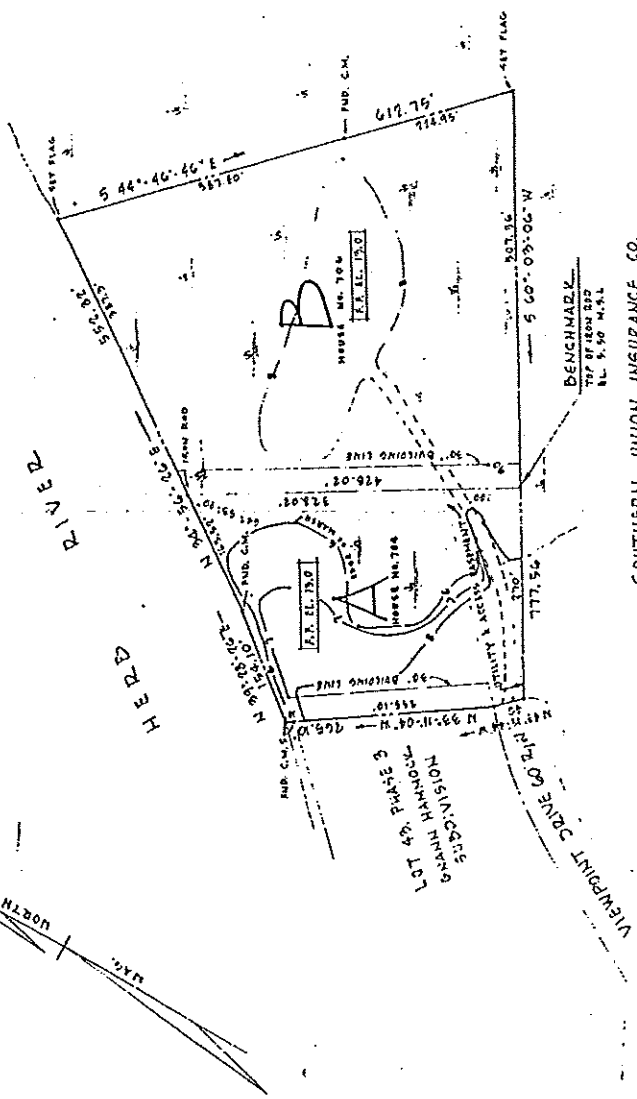
**"WEIS SUBDIVISION"**  
SUBDIVISION OF WEIS PROPERTY ON DUTCH ISLAND

FILE: ALBERT F. WEIS & FATECIGA S. WEIS

SCALE: 1" = 100'  
APRIL 25, 1979



BAZZETT LAND SURVEYING, INC.  
TAVANNAH, GEORGIA



P.O.S. FIELD	1748.044.00
± ERROR POINT	—
ADJ.	1748.044.00
P.O.C. PLAT	✓
100' TRANSIT	✓
100' TAPE	✓
E.R.M.	

APPROVED BY COUNTY ENGINEER  
*William A. Smith, Jr.* July 2, 1979

APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING & SANITATION  
*Charles W. S. S. S.* July 2, 1979

APPROVED BY METROPOLITAN PLANNING COMMISSION  
*John E. S.* July 3, 1979

APPROVED BY CHATHAM COUNTY  
*W. C.* July 6, 1979  
COUNTY ADMINISTRATOR

1979 Sub Map

S-16

WEIS  
SUBDIVISION

STATE OF GEORGIA )  
                          )  
COUNTY OF CHATHAM )

WARRANTY DEED                   L. 313

THIS INDENTURE, made this 7th day of November 1972,  
between SOUTHERN UNION COMPANY of the first part, and ALBERT F.  
WEIS and PATRICIA G. WEIS of the second part,

W I T N E S S E T H:

First party, for and in consideration of the sum of  
TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations,  
receipt whereof is hereby acknowledged, does hereby grant, bar-  
gain, sell and convey unto second parties, their heirs and assigns,  
the following described property, to-wit:

ALL that certain tract or parcel of land situate,  
lying and being in the Fifth G.M. District, Chatham  
County, Georgia, on Dutch Island, known sometimes as  
Liberty Island, containing 7.012 acres, more or less,  
and being described as follows:

Commencing at a point marked by a concrete monument  
at the Southwest corner of Lot 1 of Phase 1, Gnann Hammock  
Subdivision, as shown on that certain plat of Phase 1,  
Gnann Hammock Subdivision made by Bahr, Wilson & Associates,  
Inc., recorded in Subdivision Map Book H, folios 1 and 2  
in the office of Clerk of Superior Court of Chatham  
County, Georgia, which point is on the northern boundary  
of a private road known as Herb River Drive, and running  
South 26° 03' 26" East across said road a distance of  
60.0 feet to a point on its southern boundary; running  
thence North 63° 56' 34" East along the northeasterly  
projection of said southern boundary a distance of 292.17  
feet to a point; running thence North 26° 03' 26" West  
a distance of 60.0 feet to a point; running thence North  
29° 19' 54" East a distance of 243.25 feet to a point;  
running thence North 46° 47' 16" East a distance of  
109.15 feet to a point, which is marked by a concrete  
monument and is the Point of Beginning.

To establish the southwestern boundary of said  
tract, from the Point of Beginning, run North 43° 12' 44"  
West a distance of 40.0 feet to a point; run thence  
North 33° 11' 04" West a distance of 10.0 feet to a  
point and continue in the same direction a distance of  
255.10 feet to a point, which is marked by a concrete  
monument, and continue in the same direction a distance  
of 20 feet, more or less, to a point on the bluff line  
of the Herb River.

To establish the southeastern, northeastern and northwestern boundaries of said tract, from the Point of Beginning, run North 60° 03' 06" East a distance of 777.16 feet, more or less, to a point, which is marked by a concrete monument; run thence North 44° 46' 46" West a distance of 155.0 feet to a point, which is marked by a concrete monument, and continue in the same direction a distance of 386 feet, more or less, to a point on the bluff line of the Herb River; run thence in a southwesterly direction along the bluff line of the Herb River a distance of 695.74 feet, more or less, to its intersection with the southwestern boundary established as hereinabove set forth.

All as will more fully appear by reference to that certain plat of said tract and strip made by Bahr, Wilson & Associates, Inc., dated October 16, 1972 and recorded in Plat Record Book W, folio 93 in the office of Clerk of Superior Court of Chatham County, Georgia.

AND ALSO, without warranty, any and all right of first party in and to any lands lying to the north-west of said 7.012 acre tract and between it and the low water mark of the southeastern bank of the Herb River.

SUBJECT, HOWEVER, to those certain declarations of restrictive covenants dated May 11, 1971 and July 19, 1972, recorded in Deed Book 99-D, page 857 and Deed Book 100-W, page 359 of the records of Chatham County, Georgia, and to any lawful claims by the State of Georgia or other governmental body to such portion of said tract as may be "marshland" as defined by the Coastal Marshland Protection Act of 1970.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereunto belonging or in any wise appertaining unto second parties, their heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

IN WITNESS WHEREOF, first party has executed these presents, under seal, the day and year first above written.

SOUTHERN UNION COMPANY

Signed, sealed and delivered in the presence of:

Margaret King Carter  
Jamie A. Kelly

Notary Public for Chatham County, Georgia

BY: [Signature]  
President

Attest: [Signature]  
Assistant Secretary

8 Day of November 1972  
Recorded in Plat Record Book W, folio 93  
On This Day of November 1972

CLERK SUPERIOR COURT, CHATHAM COUNTY

Chatham County, Georgia  
Paid \$ 102.  
Date 11/8/72  
Notary Public  
For Clerk of Sup. Court

Phase 10  
Dutch Island

## Phase 10

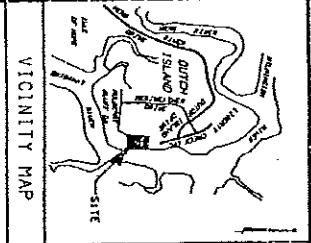
### *Declarations*

1. Subject to 141-T, 757 [filed specifically for Phase 10]
  - a. Amended by 161-H, 400
2. Lots 20 & 21 of Phase 10 are subject to additional decs @ 208-E, 482.
3. Certain common area of Phase 10, designated on plat 27-P, 33, subject to additional decs at 265-G, 596 [establishing Wild Thistle Wildlife Sanctuary and Wetlands Habitat]
  - a. Supplements 141-T, 757
  - b. Supplemented by 365-U, 709.

### *Points*

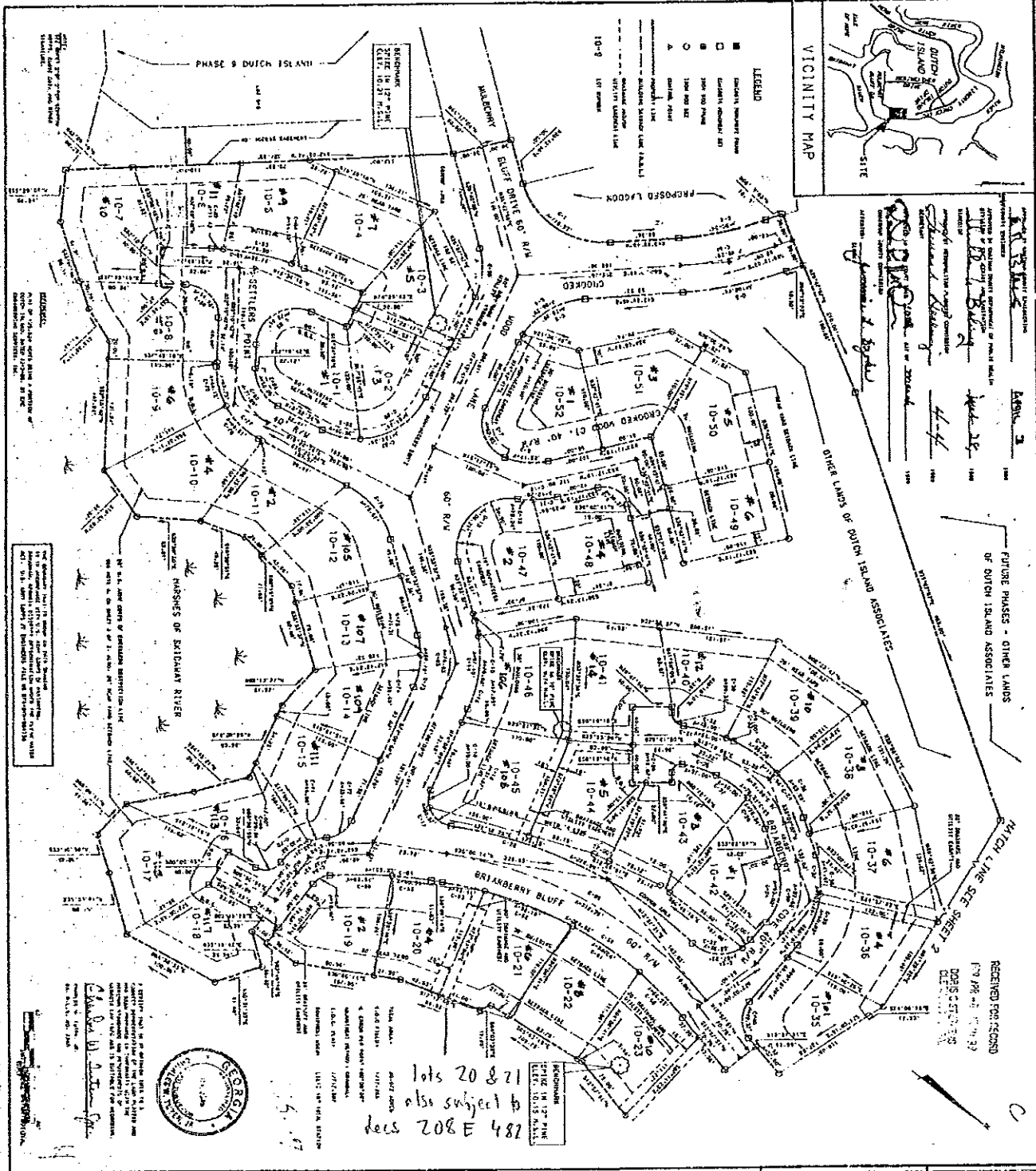
1. 141-T: Use: single-family, except with permission
2. 141-T: Setbacks, lot-size
3. 141-T: Nothing erected without approval of Developer
4. 141-T: Dutch Island Resident's Association, Inc.
  - a. Lot owners are members
  - b. Voting: Two classes of members
    - i. Class A: Lot owners – 1 vote
    - ii. Class B: Developer – 3 votes for each lot
5. 141-T: Assessments
  - a. Annual General Purpose Assessments: \$500 – increased by vote of members
  - b. Annual Special Purpose Assessments: based on estimated cost
  - c. Special Assessments for Capital Improvements: majority of Class A & B.

141-T: Amended by supp. dec. made by Developer



**LEGEND**

- CONCRETE IMPROVED DRIVE
- EXISTING IMPROVED DRIVE
- 100' ROAD RIGHT
- 100' ROAD LEFT
- EXISTING DRIVE
- EXISTING DRIVE (SEE SHEET 10-1)
- EXISTING DRIVE (SEE SHEET 10-2)
- EXISTING DRIVE (SEE SHEET 10-3)
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DESIGNER	DATE	SCALE	PROJECT
EMC ENGINEERING SERVICES, INC.	4/15/88	1" = 100'	PHASE 9 DUTCH ISLAND
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EMC ENGINEERING SERVICES, INC.	4/15/88	1" = 100'	PHASE 9 DUTCH ISLAND
APPROVED	DATE	SCALE	PROJECT
EMC ENGINEERING SERVICES, INC.	4/15/88	1" = 100'	PHASE 9 DUTCH ISLAND

BEING A PORTION OF 125.529 ACRES  
 6th G.M. DISTRICT, CHATHAM COUNTY, GEORGIA  
 FOR  
 DUTCH ISLAND ASSOCIATES

**EMC ENGINEERING SERVICES, INC.**  
 Post Office Box 8101  
 25 East Charlton Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6533



10-S 47



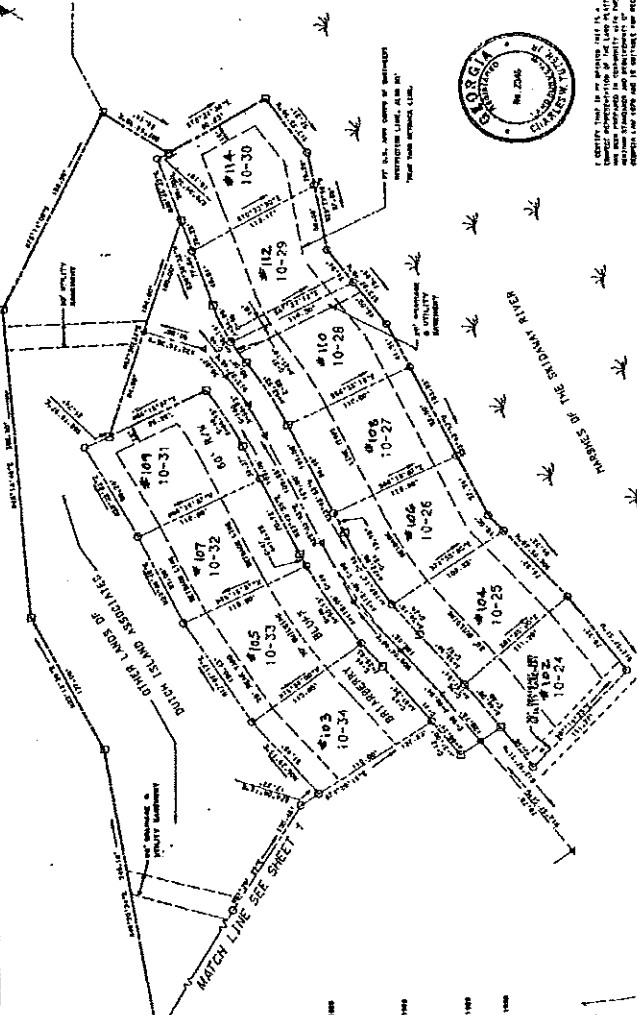
EMC ENGINEERING SERVICES, INC.  
 Post Office Box 8101  
 23 East Cherokee Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6513

PHASE 10, DUTCH ISLAND  
 BEING A PORTION OF 125.529 ACRES  
 6th O.M. DISTRICT, CHATHAM COUNTY, GEORGIA  
 FOR  
 DUTCH ISLAND ASSOCIATES

DATE	11-17-79
SCALE	1" = 60'
PROJECT	DUTCH ISLAND ASSOCIATES
GRAPHICIST	MSB
DESIGNER	GT

SHEET 2 OF 2

RECEIVED FOR RECORD  
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 CHATHAM COUNTY CLERK'S OFFICE  
 SAVANNAH, GEORGIA



THIS PLAN IS THE PROPERTY OF EMC ENGINEERING SERVICES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFIED THEREON. ANY OTHER USE OR REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF EMC ENGINEERING SERVICES, INC. IS STRICTLY PROHIBITED.

*John W. Livingston*  
 JOHN W. LIVINGSTON, P.E.  
 No. 2066

LINE	BEARING	DISTANCE	CURVE DATA	AREA	PERIMETER
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CURVE NO.	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEG.	CHORD END.
1	90° 00' 00"	100.00	100.00	157.08	141.42	0+00	1+00
2	90° 00' 00"	100.00	100.00	157.08	141.42	1+00	2+00
3	90° 00' 00"	100.00	100.00	157.08	141.42	2+00	3+00
4	90° 00' 00"	100.00	100.00	157.08	141.42	3+00	4+00
5	90° 00' 00"	100.00	100.00	157.08	141.42	4+00	5+00
6	90° 00' 00"	100.00	100.00	157.08	141.42	5+00	6+00
7	90° 00' 00"	100.00	100.00	157.08	141.42	6+00	7+00
8	90° 00' 00"	100.00	100.00	157.08	141.42	7+00	8+00
9	90° 00' 00"	100.00	100.00	157.08	141.42	8+00	9+00
10	90° 00' 00"	100.00	100.00	157.08	141.42	9+00	10+00
11	90° 00' 00"	100.00	100.00	157.08	141.42	10+00	11+00
12	90° 00' 00"	100.00	100.00	157.08	141.42	11+00	12+00
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21	90° 00' 00"	100.00	100.00	157.08	141.42	20+00	21+00
22	90° 00' 00"	100.00	100.00	157.08	141.42	21+00	22+00
23	90° 00' 00"	100.00	100.00	157.08	141.42	22+00	23+00
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STATE OF GEORGIA )  
COUNTY OF CHATHAM )

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*1st Amend to Dec  
1611400 JWC*

DECLARATIONS OF RESTRICTIONS, CONDITIONS,  
LIMITATIONS, RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

DORIS S STEPHENS  
CLERK, S.C.C.S.G.A.

757

THESE DECLARATIONS OF RESTRICTIONS, CONDITIONS,

LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, are hereby made applicable to DUTCH ISLAND, Phase 10, as shown on recorded Subdivision Map prepared by EMC Engineering Services, Inc. dated the 4<sup>th</sup> day of April, 1989 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Page 47.

*[Handwritten signature]*

Dutch Island Associates, Ltd., a Georgia Limited Partnership (hereinafter called the DEVELOPER), hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND SUBDIVISION, PHASE 10, Chatham County, Georgia.

I.

GENERAL APPLICATION OF DECLARATION

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various lots, areas and streets (shown on the plat of DUTCH ISLAND Phase 10, as hereinafter set out), but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by the DEVELOPER. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the DEVELOPER hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the DEVELOPER agrees and binds itself to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for

Record For Record At 9:55 O'clock A.M. On The 19 Day Of April 1989  
Recorded In Record Book 141-1 Folio 757  
On The 19 Day Of April 1989  
CLERK SUPERIOR COURT CHATHAM CO. GA.

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conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the above-referenced plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets shown on the recorded plat of Phase 10, DUTCH ISLAND. These restrictions do not apply to the use of areas now designated or designated at some future date by the DEVELOPER, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates, and recreational areas, and the DEVELOPER expressly reserves unto itself the right to designate any lot or area for the aforesaid purpose.

## II.

### RESERVATIONS

1. The DEVELOPER reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the DEVELOPER from time to time. This provision is not to be construed as an obligation on the part of the DEVELOPER to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the DEVELOPER and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The DEVELOPER agrees to maintain all other streets that are open for use by the residents for a period of 1 (one) year after the streets are opened.

Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets and adjacent right-of-ways.

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3. The DEVELOPER reserves the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the DEVELOPER.

5. The rights, and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the DEVELOPER.

III.

EASEMENTS

1. UTILITY EASEMENT. The DEVELOPER reserves a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and areas, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the

plat shall be controlling except that DEVELOPER specifically reserves the right to grant variances from the minimum set backs as set forth in Section IV, Paragraph 2. This reservation shall not be construed as an obligation of the DEVELOPER to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

## IV.

USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE DEVELOPER. All lots in DUTCH ISLAND, Phase 10, shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the DEVELOPER, and only one single family building for private residence, not to exceed three stories in height, with an attached or detached private garage for not more than three automobiles, on any single lot, unless approved in writing by the DEVELOPER. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the DEVELOPER. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the DEVELOPER. Servants quarters or separate guest house shall not be erected upon any lot without permission of the DEVELOPER. Any residence erected on any building site shall be fully completed within twelve months of the date that ground is broken for construction.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES. All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of DUTCH ISLAND, Phase 10. In addition, there shall be a minimum 10 foot side set back line on each lot. Said front, rear and side minimum set backs may be varied by the DEVELOPER in its sole and absolute discretion, but before construction may be begun within said minimum set backs, permission must be obtained in writing from the DEVELOPER.

3. DUAL FACING OF RESIDENCE. All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS. No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the DEVELOPER.

5. SEWERAGE DISPOSAL. No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS. No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the DEVELOPER, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the DEVELOPER. The DEVELOPER shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other

approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the DEVELOPER and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all setbacks indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of six (6) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor unless otherwise approved in writing by the DEVELOPER.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the DEVELOPER in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE. No residence shall be constructed on any lot with a ground floor area of less than 1,800 square feet for a one-story residence and 1,200 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the DEVELOPER in its sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the DEVELOPER.

8. CUTTING OF TREES. No living tree having a diameter greater than six (6) inches, breast high, may be cut on any of

the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the DEVELOPER. 763

9. ARTESIAN WELLS. No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the DEVELOPER, The Mayor and Aldermen of the City of Savannah, and Chatham County. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING. The owner of each lot or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT. If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT. A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any marsh, lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area. No property owner shall have any property right or interest in any such marsh, lagoon, lake, canal, or river unless the conveyance from the DEVELOPER specifically so provides.

b. The DEVELOPER will not and does no warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or

persons seeking to enforce any of the rights of the State of Georgia.

c. In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the DEVELOPER. Unless otherwise agreed with the DEVELOPER in writing, the owner of each lot or area abutting on any marsh, lake or pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such marsh, lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The DEVELOPER reserves the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the DEVELOPER.

b. No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the DEVELOPER.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the DEVELOPER.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the DEVELOPER.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than six (6) feet high to twelve (12) feet horizontal unless written permission is granted by the DEVELOPER.

f. The finished floor of any living area of a dwelling within this subdivision must be at least thirty (30)



inches above the grade of the surrounding lot unless written permission is granted by the DEVELOPER.

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15. SPECIFIC PROHIBITION. No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS. No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the DEVELOPER, conform to the general architectural scheme of the house.

V.

#### NUISANCES

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the DEVELOPER in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the DEVELOPER.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or

area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the DEVELOPER, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The DEVELOPER shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the DEVELOPER; and the DEVELOPER may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The DEVELOPER reserves the right to care for vacant and unimproved and unkept lots, side strips and areas in said DUTCH ISLAND DEVELOPMENT, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the DEVELOPER, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, or areas. This reservation shall not constitute an obligation on the part of the DEVELOPER to perform any of the acts mentioned above.

8. Each owner shall be responsible for the maintenance of any side strips located between his lot lines and the edges of the street or ingress or egress easements on which said lots

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border. This obligation shall include the responsibility of mowing the grass and removing undergrowth, weeds and rubbish from said side strips.

9. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

10. No window-type heating and/or air conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the DEVELOPER.

11. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the DEVELOPER that such equipment is unsightly and detracts from the aesthetic beauty of the Development.

VI.

DUTCH ISLAND RESIDENT'S ASSOCIATION, INC.

1. PURPOSES. The DEVELOPER and its predecessors have caused a non-profit corporation to be organized known as the Dutch Island Residents Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2. Voting Rights. The Association shall have two classes of voting members:

CLASS A: Class A members shall be all those

owners as defined in Paragraph 2.1., with the exception of the DEVELOPER. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

CLASS B: Class B members shall be the DEVELOPER.

Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of Dutch Island which have not presently been subdivided shall be treated as 188 lots for purposes of membership by the DEVELOPER until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia as the remainder of Dutch Island is subdivided in phases, then the 188 lots shall be reduced by the number of lots created by the DEVELOPER in each phase, as shown by the plat which is placed on record; however, the DEVELOPER will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which the DEVELOPER no longer owns.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1. Creation of the Lien and Personal Obligation of

**Assessments.** The DEVELOPER, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the DEVELOPER may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the Dutch Island Development and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this setoff the valuation placed on the causeway to Gnann Hammock and Dutch Island is set at 1.5 million dollars; any and all other expenditures by the DEVELOPER for any purpose, whether paving, sewage, water systems, or beautification, shall be recorded in the books of the DEVELOPER and from time to time added to the valuation placed on the causeway for purposes of the set-off. The DEVELOPER is not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000.00 for purposes of this set-off.

All assessments must be levied uniformly against members of the Association.

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3.2. PURPOSE OF ASSESSMENTS.

3.2.1. Annual General Purpose Assessments. The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Dutch Island Development and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Section II, Subsection 2 herein, and subject to the provisions of Paragraph 3.2.2., and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the DEVELOPER to establish any common properties.

3.2.2. Annual Special Purpose Assessments. No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, herein. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3. Special Assessments for Capital Improvements.  
In addition to the annual general purpose assessments, the

Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the DEVELOPER including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B Members and Class A Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3. Basis and Maximum of Annual General and Special Purpose Assessments.

3.3.1. Annual General Purpose Assessments. The annual general purpose assessment for 1989 shall be \$500.00 per lot or living unit. The annual general purpose assessment may be increased or decreased by vote of the members.

3.3.2. Annual Special Purpose Assessments. The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B Membership.

3.4. Change in Basis and Maximum of Annual General

Purpose of Assessments. The Association may change the maximum and basis of the annual general purpose assessments respectively, provided that any such change shall have the assent of a majority of the vote of Class B Members who are voting in person or By proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5. Quorum for any Action. The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of Class A Members and 50% of Class B Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6. COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessment payable to the Association shall be established on an annual basis and shall commence as to each lot or living unit conveyed by the DEVELOPER to another owner on the date of each such conveyance. The first annual assessment payable to the Association with respect to a lot or living unit shall be adjusted according to the number of days remaining in the annual billing term at the time of the conveyance from the DEVELOPER.



3.7. Duties of the Board of Directors. The Board of

Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien

against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

3.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

(b) All properties which are or which become common properties. Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

Notwithstanding any other provisions contained in Paragraph VI, there shall be no special purpose assessments or charges for the lots in Phase 10 for the purpose of the installation of curbs, gutters or drainage facilities within phases 1 through 5; because these facilities have already been installed within Phase 10.

VII.

WATER, SEWER, AND GARBAGE COLLECTION 775

1. WATER SERVICE. Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted for himself, his heirs, representatives, successors and assigns to pay charges for water service and he shall pay at the closing of the purchase of his lot from DEVELOPER, a separate surcharge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility") in addition to any tap fees which may be due at the time of tap in. Thereafter he shall pay for consumption of water at reasonable rates established by the serving utility, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the DEVELOPER. The DEVELOPER and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION. Every owner of a lot in the Subdivision shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to utilize the sewer system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the DEVELOPER, when and if such provision is made.

VIII.

GENERAL PROVISIONS

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1. DEVELOPER. For purposes of these declarations, "DEVELOPER" shall mean and refer to Dutch Island Associates, Ltd., a Georgia Limited Partnership, its successors and assigns, or any party designated in writing by Dutch Island Associates, Ltd. or so designated in writing by the successors and assigns of Dutch Island Associates, Ltd.

2. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the Association or the DEVELOPER, Their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

3. NOTICES. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the record of the Association at the time of mailing.

4. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the

Association or the DEVELOPER or any individual owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter. 777

5. MODIFICATION. By recorded supplemental declaration, the DEVELOPER may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The DEVELOPER shall make the sole determination of what constitutes a change in the general purposes of these instruments.

6. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

7. Nothing contained herein shall be construed as limiting the flexibility of the DEVELOPER in developing or selling any of its properties upon such terms and conditions and in such a way as it, in its sole discretion, deems desirable.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized General Partners of the aforesaid DEVELOPER the day and year first above written.

DUTCH ISLAND ASSOCIATES, LTD.,  
a Georgia Limited Partnership

BY: [Signature] (L.S.)  
Murray G. Marshall,  
General Partner

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]  
Notary Public, Chatham  
County  
ELIZABETH B. BROUSSARD  
Notary Public, Chatham County, Ga.  
My Commission Expires Oct. 25, 1992

Phase 10

RECEIVED FOR RECORD  
93 JUL 28 AM 10: 32  
JONIS S STEPHENS  
CLERK, S.C.C.C.G.A.  
AMENDMENT TO DECLARATION OF RESTRICTIONS,  
CONDITIONS, LIMITATIONS, RESERVATIONS,  
EASEMENTS, RIGHTS, PRIVILEGES, ETC.,  
FOR PHASE 10 OF DUTCH ISLAND SUBDIVISION  
RECORDED IN DEED BOOK 141-T, PAGE 757,  
CHATHAM COUNTY, GEORGIA RECORDS

400

This Amendment to Declaration of Covenants and Restrictions made this 23<sup>rd</sup> day of July, 1993 by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership (hereinafter referred to as the "Developer").

WHEREAS, the Developer has heretofore executed that certain Declaration of Covenants and Restrictions (the "Declaration") recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 141-T, Page 757; and

WHEREAS, the Developer desires to amend the Declaration by recorded supplemental declaration as allowed by said covenants; and

NOW, THEREFORE, in consideration of the premises contained herein, the Developer does hereby amend the Declaration as follows:

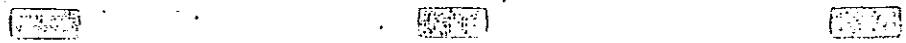
1. By substituting Blueprint Development, Inc., a Georgia Corporation ("Blueprint"), as the "Developer" throughout the Declaration for Dutch Island Associates, Ltd so that Blueprint shall hereinafter be the Developer succeeding to all of the rights, powers and privileges of the Developer under said Declaration.

2. The undersigned Developer does hereby declare that Blueprint Development, Inc. shall hereinafter be deemed a "company" or one of the "companies" as the term was previously used and/or is currently used to describe the holder of those certain reservations



9.00  
3968888001 07/28/93TOTAL

Filed For Record At 10:32 O'clock A.M. on the  
2<sup>nd</sup> Day of July 19 93  
Recorded in Record Book 141-T, Folio 400  
On the 2<sup>nd</sup> Day of July 19 93  
CLERK SUPERIOR COURT CHATHAM CO. GA.



of rights originally reserved to Southern Union Company and/or Liberty Island Corporation, Dutch Island Corporation, Atlantic Investors Development Corp., Atlantic Investors, Ltd.-Series VII, or Dutch Island Associates, Ltd. with respect to any of the powers, privileges, approvals, rights, or reservations contained in restrictive covenants or any other written instrument governing Dutch Island Subdivision, Chatham County, Georgia, as the same may affect the ownership or governance of Phase 10, Dutch Island Subdivision, as aforesaid.

3. Dutch Island Associates, Ltd. does hereby designate Blueprint as its successor in interest as the Developer under the Declaration.

4. Dutch Island Associates, Ltd. does hereby transfer and assign to Blueprint all such rights, powers and privileges, etc. to the fullest extent and without limitation.

5. Furthermore, Dutch Island Associates, Ltd. does hereby appoint Blueprint, its successors and assigns, as its successor and designated assign as the terms are used in the Declaration and Dutch Island Associates, Ltd. does hereby assign to Blueprint the rights (including voting rights), privileges, powers, approvals and reservations of the companies as set forth in the Declaration.

6. Dutch Island Associates, Ltd. does hereby irrevocably appoint and constitute Blueprint, its successors and assigns and each of them as its true and lawful attorney in fact in its name, place and stead to exercise any right, privilege, power, approval and reservation, of any kind and nature granted or



reserved to any of the companies under the Declaration, including but not limited to, the right to further amend the Declaration. Blueprint, its successors and assigns, may exercise this power itself or grant power of attorney of attorney to another to so act. The power of attorney granted herein is a special power of attorney coupled with an interest, is irrevocable and shall survive the dissolution of the corporation. Corporations and limited partnerships may exercise the power to act through any of its corporate officers and/or general partners, respectively. Upon request of Blueprint Development, Inc., its successors and assigns, the companies agree to execute any separate power of attorney that may be necessary or proper to permit the above listed power to be exercised.

DUTCH ISLAND ASSOCIATES, LTD.,  
a Georgia Limited Partnership

By: \_\_\_\_\_

*Murray S. Marshall*  
Murray S. Marshall  
General Parnter

Signed, sealed and delivered  
in the presence of:

*Marie D. Duschnes*  
Witness  
*Marie D. Duschnes*  
Notary Public  
MARIE D. DUSCHNES  
Notary Public, Chatham County, Ga.  
My Commission Expires July 15, 1996



FILED FOR RECORD

1999 NOV 22 PM 4:04

DEP. CLERK OF SUPERIOR COURT  
CHATHAM COUNTY, GEORGIA

STATE OF GEORGIA )  
                          )  
COUNTY OF CHATHAM )

Return to:  
Eugene McCracken  
Attorney at Law  
223 W. York Street  
Savannah, GA 31401

DECLARATION OF COVENANTS, AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made this 22 day of NOVEMBER, 1999, by and between SIDNEY P. SMITH, III ("Owner") and DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. ("Association").

WHEREAS, the Owner is vested with title to ~~lots 20 and 21, Phase 10 Dutch Island Subdivision, Chatham County, Georgia, as shown on that Subdivision map recorded in the office of the Clerk of Superior Court, Chatham County, Georgia in Subdivision Map Book 10-S Page 47, said lots lying contiguous to each other, and~~

WHEREAS, the Owner and Association desire to establish covenants and restrictions applicable to the above referenced Lots ("Subject Lots") in supplement to other covenants and restrictions applicable to those lots of record.

WITNESSETH

1. Assessments due and payable to the Association for the two said lots shall be paid only for the ownership of one lot beginning January 1, 1999.
2. Said two (2) lots are hereby combined to be one (1) lot to be owned and used jointly by a single family.
3. There shall be no resubdivision or recombination or other changes in the parameters of the subject lots by the owners, their heirs, executors, administrators, successors or assigns.
4. Henceforth subject lots may not be separately sold, gifted, mortgaged, leased, optioned, or otherwise disposed of without first giving one week prior written notice to the

PAGE 482  
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766104801 11/22/99REEDS  
5.00

7.00  
766104801 11/22/99TOTAL

Association's President, or its registered agent. Such notice will refer to this Agreement, and a copy of same will accompany said written notice. Failure to give such notice shall render any such sale, gift, mortgage, lease, option or disposal null and void.

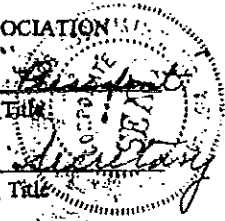
5. Should the Owner, or his heirs, executors, administrators, successors or assigns then separately sell, give, mortgage, lease, option, or otherwise dispose of one of said lots, and not the other, or should any of them construct a separate residence on the now vacant lot Number 21, then all assessments which would have otherwise been due and payable (beginning January 1, 1999) on both said lots, except for the agreement in this covenant, shall be immediately due and payable in full for all such years beginning January 1, 1999, and each year thereafter.

4. These covenants are deemed covenants running with the land and shall be binding on the owners, their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, these covenants and restrictions have been executed under seal by the duly authorized officers of the Association and the Owner has set his hand and seal effective as of the date first above written.

DUTCH ISLAND HOMEOWNERS ASSOCIATION

By: [Signature] Title: President  
Attest: [Signature] Title: Secretary



Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness  
[Signature]  
Notary Public

[Signature]  
SIDNEY P. SMITH III



Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness  
[Signature]  
Notary Public

Charlie J. Holder  
Notary Public, Bryan County, Georgia  
My Commission Expires January 18, 2003

483

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2/05/2004 02:56pm

STATE OF GEORGIA

PAID: 16.00

COUNTY OF CHATHAM

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

Returned to:  
Eugene McCracken, Esq.  
223 West York Street  
Savannah, Georgia 31401

DECLARATIONS OF RESTRICTIONS, CONDITIONS,  
LIMITATIONS, RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

THESE DECLARATIONS OF RESTRICTIONS, CONDITIONS, LIMITATIONS,  
RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, are hereby made applicable to  
a portion of Phase 10 DUTCH ISLAND, as shown on a recorded Plat prepared by EMC  
ENGINEERING SERVICES, INC., recorded on the 5<sup>th</sup> day of FEBRUARY,  
2004 in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat  
Record Book 27 P Page 33.

Dutch Island Home Owners Association, Inc., a Georgia Corporation (hereinafter called  
the owner), hereby declares that it has imposed and established the following restrictions,  
conditions, limitations, easements, rights, and privileges in respect thereto and to the use  
thereof, and have made the following reservations in the area shown as the Wild Thistle  
Wildlife Sanctuary and Wetlands Habitat, on said plat of a portion of Phase 10 DUTCH  
ISLAND SUBDIVISION, Chatham County, Georgia.

I.

GENERAL APPLICATION OF DECLARATION

These restrictions; conditions, limitations, easements, rights, privileges, and  
reservations, shall apply only to the area shown on the aforesaid plat.

They shall supplement those Declarations of Restrictions, Conditions, Limitations,  
Reservations, Easements, Rights, Privileges, etc. already recorded in said office applicable to  
Phase 10, Dutch Island in Deed Record Book 141-T page 757 and 161-H Page 400, and they  
shall not, in any way alter, replace or modify such Declarations of Restrictions, Conditions,  
Limitations, Reservations, Easements, Rights, Privileges, etc. previously recorded  
aforementioned.

II.

PURPOSE OF DECLARATION

WHEREAS, the Dutch Island Homeowner's Association, Inc. owns that certain  
property located on Dutch Island known as the Wild Thistle Wildlife Sanctuary and Wetlands

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PAGE  
596

Habitat as more particularly shown on the aforesaid plat which is incorporated herein by reference; and

WHEREAS, the Board of Directors of the Dutch Island Homeowner's Association, Inc. has the authority and responsibility for maintaining property belonging to the Dutch Island Homeowner's Association, Inc. in a manner consistent with the development plan of the Island as well as the wishes of the residents of the island; and

WHEREAS, no plan of development exists for the property described on the aforesaid Plat; and

WHEREAS, the Board of Directors of Dutch Island Homeowner's Association, Inc. desires to adopt a plan restricting the use of the property described on the aforesaid Plat;

III.

RESTRICTIONS, CONDITIONS, LIMITATIONS  
AND RESERVATIONS

1. The property shown on said map shall hereinafter be known as the "Wild Thistle Wildlife Sanctuary and Wetlands Habitat" and the area will be maintained as a Wildlife Sanctuary and Wetlands Habitat.

2. No clearing of any nature on said property may be done by any person or entity without the express consent of the Board of Directors of the Dutch Island Homeowner's Association, Inc.; provided, however, any owner of any property adjacent to and immediately adjoining said property shall be permitted to maintain a five-foot buffer on said property which is immediately adjoining said resident's property.

3. All of the property not found in the foregoing five-foot buffer shall be maintained in its natural condition, so far as ecologically possible, consistent with the desire of the Dutch Island Homeowner's Association members to maintain the area as a wildlife sanctuary and wetlands habitat by Dutch Island Homeowner's Association, Inc.

4. No living tree having a diameter greater than six (6) inches, breast high, may be cut in the aforesaid area without the written consent of the Dutch Island Homeowner's Association, Inc.

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IV.

GENERAL PROVISIONS

1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Dutch Island Homeowner's Association, Inc., its Board of Directors, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by the Dutch Island Homeowner's Association, Inc., or its successors, or assigns has been recorded agreeing to change or delete said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner of property abounding such area at least ninety days in advance of any action taken.

2. NOTICES. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the record of the Dutch Island Homeowner's Association at the time of mailing.

3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Dutch Island Homeowner's Association, Inc. or any individual owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION. By recorded supplemental declaration, the Dutch Island Homeowner's Association may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The Dutch Island Homeowner's Association, Inc. shall make the sole

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determination of what constitutes a change in the general purpose of this instrument.

5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

6. Declarant, its personal representatives, successors and assigns, reserve all other rights accruing from its ownership of the Property including but not limited to, the right to transfer or assign its interest in the same, the right to take action necessary to prevent erosion on the Property or to protect public health or safety; and the right to use the property in any manner not prohibited by this Declaration and which would not defeat or diminish the conservation purpose of this Declaration.

7. It is expressly understood and agreed that this covenant does not grant or convey to individual members of the Dutch Island Homeowner's Association, any rights of ownership, or use of the protected property, except as specifically provided herein .

IN WITNESS WHEREOF, the foregoing instrument has been executed by the Dutch Island Homeowner's Association, Inc. in its corporate name, by its duly authorized officers with its corporate seal affixed on this 27 day of January, 2004.

Dutch Island Homeowner's Association, Inc.

By: [Signature]  
President

Attest: [Signature]  
Secretary

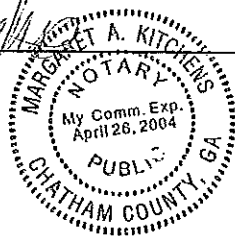
Signed, sealed and delivered in the presence of:

[Signature]

Witness

[Signature]

Notary Public



BOOK PAGE  
2656 599

Clock#: 1293274  
FILED FOR RECORD  
11/30/2010 11:27am  
PAID: 10.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia  
Return to:  
Eugene McCracken, Esq.  
223 West York Street  
Savannah, Georgia 31401

STATE OF GEORGIA )  
                                  )  
COUNTY OF CHATHAM )

BOOK PAGE  
365 U 709

**SUPPLEMENTAL DECLARATION TO DECLARATIONS OF  
RESTRICTIONS, PERTAINING TO A PORTION OF PHASE 10  
DUTCH ISLAND, CHATHAM COUNTY, GEORGIA**

The Declaration of Restrictions made by the Dutch Island Homeowners Association, Inc. on January 23, 2004, recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia in Deed Record Book 265 U Page 596 applicable to that portion of Phase 10 Dutch Island shown on a recorded plat prepared by EMC Engineering Services, Inc., recorded on the 5<sup>th</sup> day of February 2004 in the Office of the Clerk of Superior Court, Chatham County, Georgia in Plat Record Book 27 Page 33, is hereby Supplemented to clarify Paragraph 2, Section III of said Declarations by addition of the following sentence at the end of said Paragraph 2:

**In order to enhance and beautify this common area, the Association may, from time to time, clear and/or remove unsightly weeds and underbrush.**

IN WITNESS WHEREOF, the foregoing Supplemental Declaration having been approved by the Board of the Dutch Island Homeowners' Association, Inc., said Supplemental Declaration is hereby executed by the Dutch Island Homeowners' Association, Inc., in its corporate name, by its duly authorized Officers with its corporate seal affixed on this 9<sup>th</sup> day of November, 2010.

Dutch Island Homeowners' Association, Inc.

By: [Signature]  
President

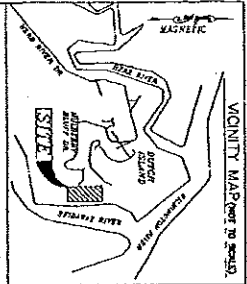
Attest: [Signature]  
Secretary



Signed Sealed and Delivered  
in the Presence of:

[Signature]  
Eugene McCracken  
Notary Public

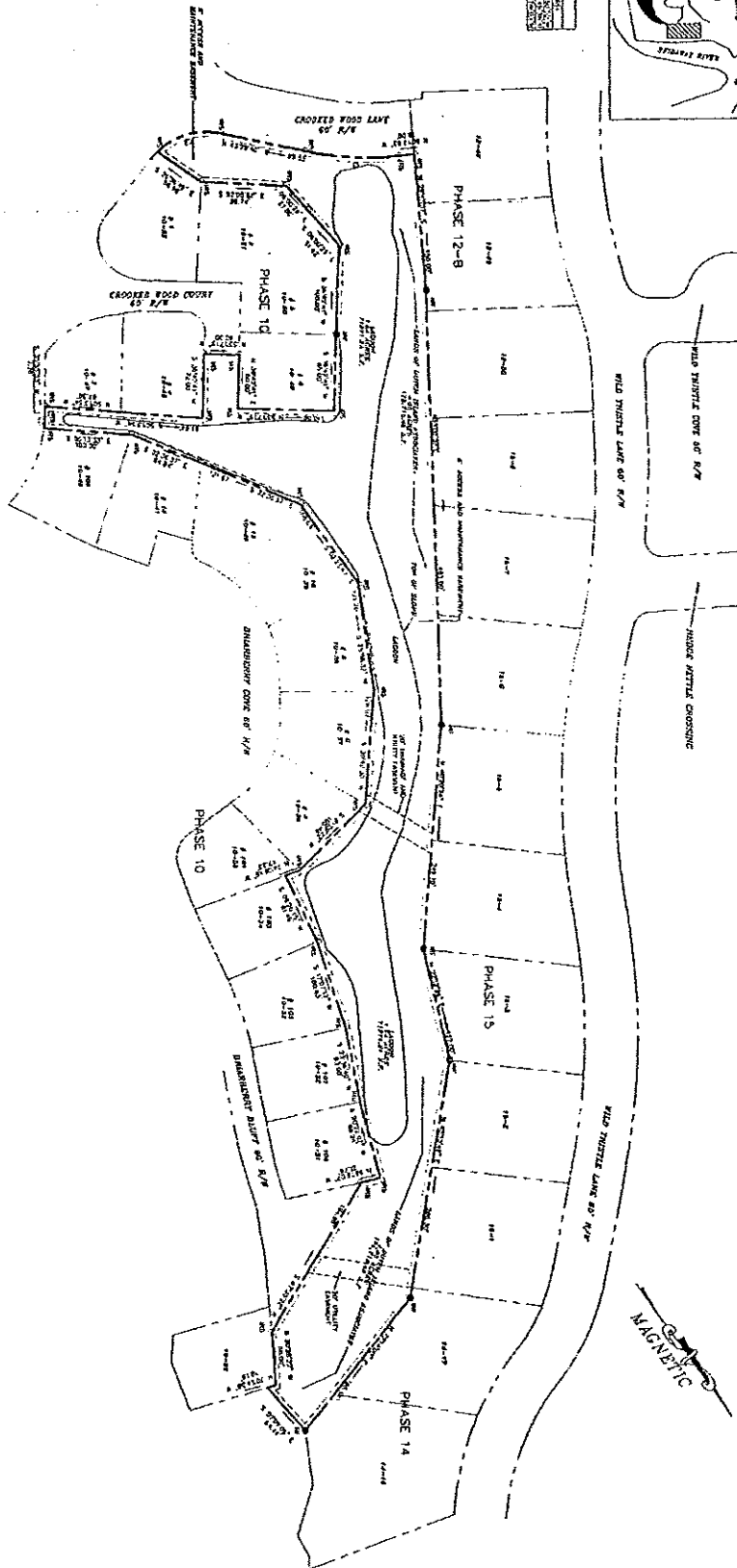
EUGENE MCCRACKEN  
Notary Public, Chatham County, GA  
My Commission Expires August 29, 2013



NO.	DESCRIPTION	DATE
1	PRELIMINARY	12/22/03
2	REVISED	12/22/03
3	REVISED	12/22/03
4	REVISED	12/22/03
5	REVISED	12/22/03

**NOTICE:**  
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING WITHOUT THE APPROVAL OF THE CHATHAM COUNTY ENGINEERING DEPARTMENT. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE CHATHAM COUNTY ENGINEERING DEPARTMENT.

**LEGEND:**  
 CONCRETE DRIVEWAY ROAD  
 CONCRETE DRIVEWAY ROAD  
 PROPERTY LINE  
 (W) (N)  
 1/2" = 1' (AS SHOWN)



REVISIONS  
 NO. 1 OF 1  
 DATE 12/22/03  
 DRAWN BY [Signature]

27-P-33



**Professional Seal:**  
 E. G. [Signature]  
 ENGINEER  
 STATE OF GEORGIA  
 No. 12345  
 CHATHAM COUNTY, GEORGIA

NO.	DATE	DESCRIPTION
1	12/22/03	PRELIMINARY
2	12/22/03	REVISED
3	12/22/03	REVISED
4	12/22/03	REVISED
5	12/22/03	REVISED

**PLAT OF WILD THISTLE WILDLIFE SANCTUARY AND WETLANDS HABITAT, PHASE 10-DUTCH ISLAND, 8TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA**

**PREPARED FOR:  
 DUTCH ISLAND HOMEOWNERS ASSOCIATION**

**ENG ENGINEERING SERVICES, INC.**  
 801 Office Bldg 400  
 22 East Chatham Street  
 Savannah, Georgia 31412  
 Phone: (912) 237-8882  
 Fax: (912) 237-1228





Phase 7  
Portion of Phase 7  
Dutch Island

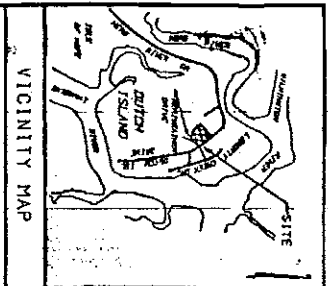
## Phase 7

### *Declarations*

1. Subject to 139-O, 11.
  - a. Amends 114-X, 5
2. Subject to 99-D, 857 and its amendment 129-A, 198 by incorporation by reference in 139-O, 114 [99-D, 857 originally filed for Grimball Point]
3. Subject to 114-X, 5 and its amendment 129-A, 202 by incorporation by reference in 139-O, 114. [114-X, 5 was originally filed for Phase 3]

### *Points*

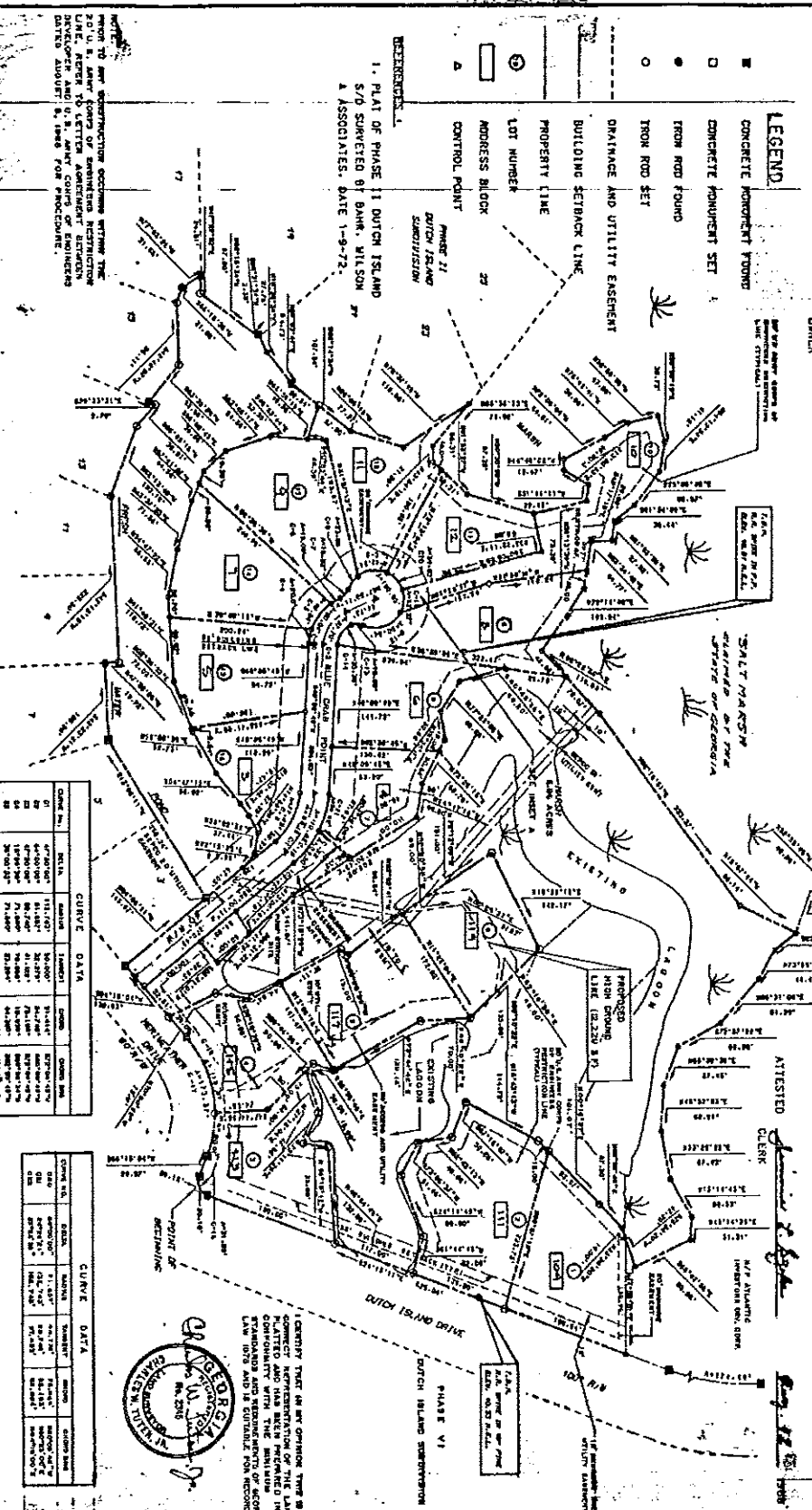
1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement



**GENERAL NOTES:**

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS AS INDICATED AND AS CALLED FOR IN THE RESTRICTIVE COVENANTS.
2. LOTS TO BE SERVED BY CITY WATER AND CITY SEWERAGE.
3. THE CONCRETE DRIVEWAY AND WALKWAY CURBENTS TO BE INSTALLED BY DEVELOPER AS REQUIRED. SIZE WILL BE 15" OR LARGER.
4. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY THE HOME OWNERS ASSOCIATION.
5. THIS SUBDIVISION IS WITHIN FLOOD HAZARD ZONE A1, BASE 13.0 AND 14.0. LOTS 1 THRU 12 SHALL HAVE MIN. FIN. FLOOR ELEVATIONS OF 14.0. LOTS 13 THRU 18 SHALL HAVE MIN. FIN. FLOOR ELEVATIONS OF 13.0.
6. THIS PHASE CONTAINS 18.03 ACRES DIVIDED INTO 18 LOTS.
7. LOT NUMBERS ARE SHOWN AS ○. ADDRESSES ARE SHOWN AS □.
8. ALL EASEMENTS AND RIGHT OF WAYS ARE HEREBY DEDICATED FOR THE USE INTENDED.

APPROVED BY CHATHAM COUNTY ENGINEERING  
 COUNTY ENGINEER  
 APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF ENGINEERING AND SANITATION  
 DIRECTOR  
 APPROVED BY METROPOLITAN PLANNING COMMISSION  
 SECRETARY  
 APPROVED BY  
 CHAIRMAN COUNTY COMMISSION  
 ATTESTED CLERK  
 DATE OF  
 1980



**LEGEND**

- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- FROM ROD FOUND
- FROM ROD SET
- DRAINAGE AND UTILITY EASEMENT
- BUILDING SETBACK LINE
- PROPERTY LINE
- LOT NUMBER
- ADDRESS BLOCK
- CONTROL POINT

**DESCRIPTION:**

1. PLAT OF PHASE II DUTCH ISLAND S/D SUBMITTED BY BANK, WILSON & ASSOCIATES, DATE 1-9-72.

FROM TO ANY SUBSTANTIATION OCCURRING WITHIN THE 20' U.S. SURVEY CORNER OF SHERMAN'S RESTRICTION LINE, REFER TO LETTER AGREEMENT BETWEEN BANK, WILSON & ASSOCIATES AND THE CITY OF SAVANNAH DATED AUGUST 5, 1968 FOR PROCEEDURE.

THE HARSH BOUNDARY LOTS 1 THRU 12) THAT IS SHOWN ON THIS DRAINAGE IS IN ACCORDANCE WITH U.S. SURVEY CORNER OF SHERMAN'S RESTRICTION LINE, REFER TO LETTER AGREEMENT BETWEEN BANK, WILSON & ASSOCIATES AND THE CITY OF SAVANNAH DATED AUGUST 5, 1968 FOR PROCEEDURE.

U.S. SURVEY CORNER OF SHERMAN'S RESTRICTION LINE, REFER TO LETTER AGREEMENT BETWEEN BANK, WILSON & ASSOCIATES AND THE CITY OF SAVANNAH DATED AUGUST 5, 1968 FOR PROCEEDURE.

98-85

CHORD NO.	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
01	113° 17' 01"	34.000	272° 42' 59"	34.000
02	113° 17' 01"	34.000	272° 42' 59"	34.000
03	113° 17' 01"	34.000	272° 42' 59"	34.000
04	113° 17' 01"	34.000	272° 42' 59"	34.000
05	113° 17' 01"	34.000	272° 42' 59"	34.000
06	113° 17' 01"	34.000	272° 42' 59"	34.000
07	113° 17' 01"	34.000	272° 42' 59"	34.000
08	113° 17' 01"	34.000	272° 42' 59"	34.000
09	113° 17' 01"	34.000	272° 42' 59"	34.000
10	113° 17' 01"	34.000	272° 42' 59"	34.000
11	113° 17' 01"	34.000	272° 42' 59"	34.000
12	113° 17' 01"	34.000	272° 42' 59"	34.000
13	113° 17' 01"	34.000	272° 42' 59"	34.000
14	113° 17' 01"	34.000	272° 42' 59"	34.000
15	113° 17' 01"	34.000	272° 42' 59"	34.000
16	113° 17' 01"	34.000	272° 42' 59"	34.000
17	113° 17' 01"	34.000	272° 42' 59"	34.000
18	113° 17' 01"	34.000	272° 42' 59"	34.000

CHORD NO.	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
01	113° 17' 01"	34.000	272° 42' 59"	34.000
02	113° 17' 01"	34.000	272° 42' 59"	34.000
03	113° 17' 01"	34.000	272° 42' 59"	34.000
04	113° 17' 01"	34.000	272° 42' 59"	34.000
05	113° 17' 01"	34.000	272° 42' 59"	34.000
06	113° 17' 01"	34.000	272° 42' 59"	34.000
07	113° 17' 01"	34.000	272° 42' 59"	34.000
08	113° 17' 01"	34.000	272° 42' 59"	34.000
09	113° 17' 01"	34.000	272° 42' 59"	34.000
10	113° 17' 01"	34.000	272° 42' 59"	34.000
11	113° 17' 01"	34.000	272° 42' 59"	34.000
12	113° 17' 01"	34.000	272° 42' 59"	34.000
13	113° 17' 01"	34.000	272° 42' 59"	34.000
14	113° 17' 01"	34.000	272° 42' 59"	34.000
15	113° 17' 01"	34.000	272° 42' 59"	34.000
16	113° 17' 01"	34.000	272° 42' 59"	34.000
17	113° 17' 01"	34.000	272° 42' 59"	34.000
18	113° 17' 01"	34.000	272° 42' 59"	34.000

SCALE: 1" = 100'

DATE: 1-17-80

REVISIONS:

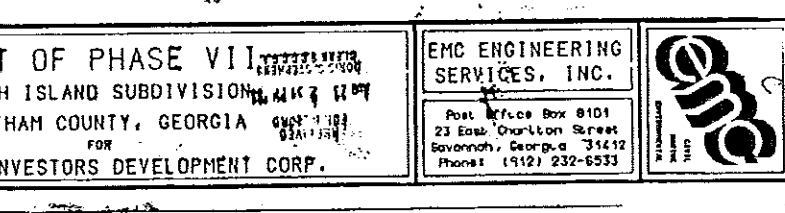
PROJECT: 80019

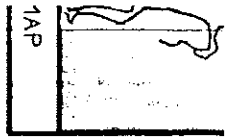
SHEET: 1 OF 1

ATLANTIC INVESTORS DEVELOPMENT CORP.

EMC ENGINEERING SERVICES, INC.

Post Office Box 8101  
 23 East Charlton Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6533

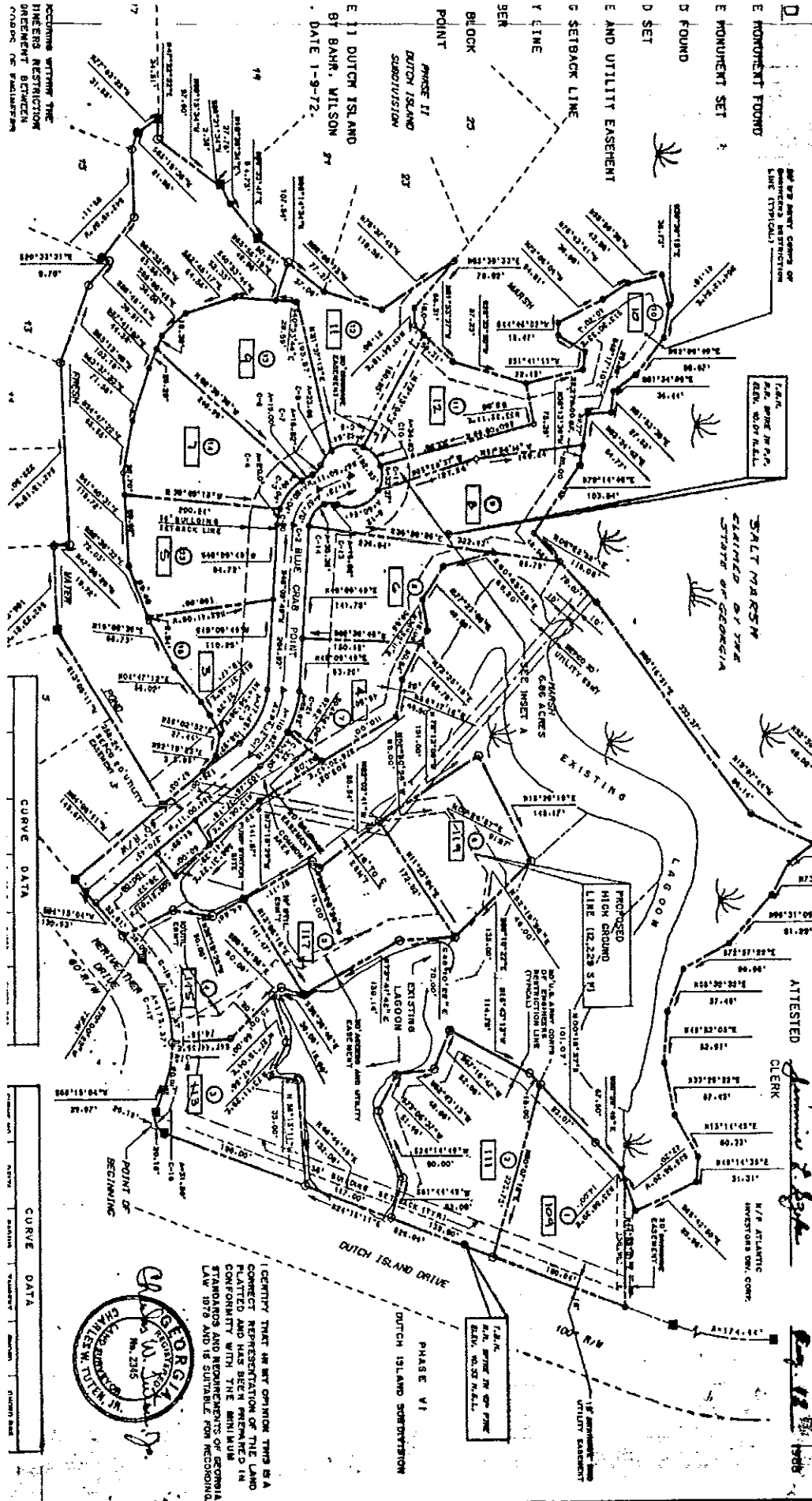




1. THIS SUBDIVISION IS WITHIN FLOOD HAZARD ZONE AE, BASE 15.0 AND 14.0. LOTS 1 THRU 11 SHALL HAVE MIN. FIN. FLOOR ELEVATIONS OF 14.0.
2. LOTS 12 THRU 16 SHALL HAVE MIN. FIN. FLOOR ELEVATIONS OF 13.0.
3. THIS PHASE CONTAINS 19.03 ACRES DIVIDED INTO 16 LOTS.
4. LOT NUMBERS ARE SHOWN AS ○, ADDRESSES ARE SHOWN AS □
5. ALL EASEMENTS AND RIGHT OF WAYS ARE HEREBY DEDICATED FOR THE USE IN RESPECT.

DINNER

*[Handwritten Signature]*



DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION

*[Handwritten Signature]* Aug 22, 1988

SECRETARY

APPROVED IN RESPECT OF THIS

D.P. OF

CHAIRMAN COUNTY COMMISSION

ATTESTED

CLERK

*[Handwritten Signature]*

M/P ATLANTIC COUNTY METROPOLITAN PLAN. COM.



I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1979 AND IS SUITABLE FOR RECORDING.

PLAT OF PHASE VII  
DUTCH ISLAND SUBDIVISION

EMC ENGINEERING SERVICES, INC.

NO.	REVISION	DATE

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

1390-114

DONN STEPHENS  
CLERK S.C.C.G.A.

SEP 2 3 25 PM '88

FILED

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR DUTCH ISLAND SUBDIVISION, PHASE VII

114

THIS DECLARATION is made this 31st day of August, 1988, by  
DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership,  
(hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real prop-  
erty known as Dutch Island Subdivision, Phase VII, which is part  
the Dutch Island Development, the plat of said subdivision being  
recorded in the Office of the Clerk of Superior Court of Chatham  
County, Georgia, in Subdivision Map Book 9-S, Folio 85 ; and,

WHEREAS, the Partnership desires to provide for the preser-  
vation of the values and to provide amenities in said development and  
wishes to insure pleasant environment for gracious living which shall  
include ecological harmony and recreational opportunity for the resi-  
dents.

Filed for Record At 3:25 o'clock PM on The  
Day of SEP 1988  
Recorded in Record Book 139-080  
On The 2 Day of SEP 1988  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

W I T N E S S E T H :

The Partnership hereby declares that Dutch Island  
Subdivision, Phase VII, a part of Dutch Island Development as shown  
on a map of said subdivision recorded in Subdivision Map Book 9-S ,  
Folio 85 , in the Office of the Clerk of Superior Court of Chatham  
County, Georgia, shall be subject to those Declaration of Covenants  
and Restrictions declared by Dutch Island Corporation, Southern Union  
Company, Liberty Island Corporation, Atlantic Insurance and Investment  
Company, and Salt Marsh Company recorded in (1) Deed Record Book 99-D,  
Folio 857, and amended in Deed Record Book 129-A, Folio 198; and (2)  
Deed Record Book 114-X, Folio 5; amended in Deed Book 129-A, Folio  
202, aforesaid records; which Declarations, as herein amended, are  
hereby incorporated herein and made a part of this Declaration of  
Covenants and Restrictions. The terms "Developer", "Company" or  
"Companies" as used therein shall also refer to and include Dutch

Island Associates, Ltd., a Georgia Limited Partnership and its successors and assigns.

115

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, which are being made applicable to Dutch Island Subdivision, Phase VII, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VI.

WATER, SEWER AND GARBAGE COLLECTION

1. Water Service. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from developer, a separate connection or tap in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage and availability charges may be billed monthly, bimonthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat,Pumps" or other heating and cooling systems which utilize water as the heat transfer medium without the written permission of the companies and/or partnership or their successors and assigns. The companies and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. Sewer Service and Garbage Collection. Every owner of a lot in the property shall be presumed conclusively by acceptance of a

deed of conveyance to such lot to have covenanted, for himself, his heirs, representative, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid Restrictive Covenants, as amended.

Said Covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

II.


For purposes of Phase VII only, Paragraph VI of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, being made applicable to Dutch Island, Phase VII is hereby amended by adding the following:

"There shall be no special purpose assessments or charges for the lots in Phase VII for the purpose of the placement of curbs, gutters or drainage facilities, as curbs, gutters and drainage facilities have already been placed within Phase VII.

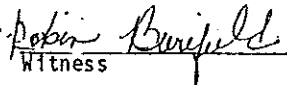
IN WITNESS WHEREOF, the foregoing instrument has been executed  
by the duly authorized General Partners of Dutch Island Associates,  
Ltd., a Georgia Limited Partnership, the day and year first above  
written as the date hereof.

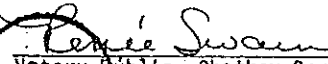
DUTCH ISLAND ASSOCIATES, LTD., a  
Georgia Limited Partnership

By:   
Murray S. Marshall,  
General Partner

By:   
Robert C. Martin, Jr.,  
General Partner

Signed, sealed and delivered  
in the presence of:

  
Witness

  
Notary Public, Chatham County, Ga.  
Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 19, 1990





Horse Hammock  
Dutch Island

Phase 1-A  
Dutch Island

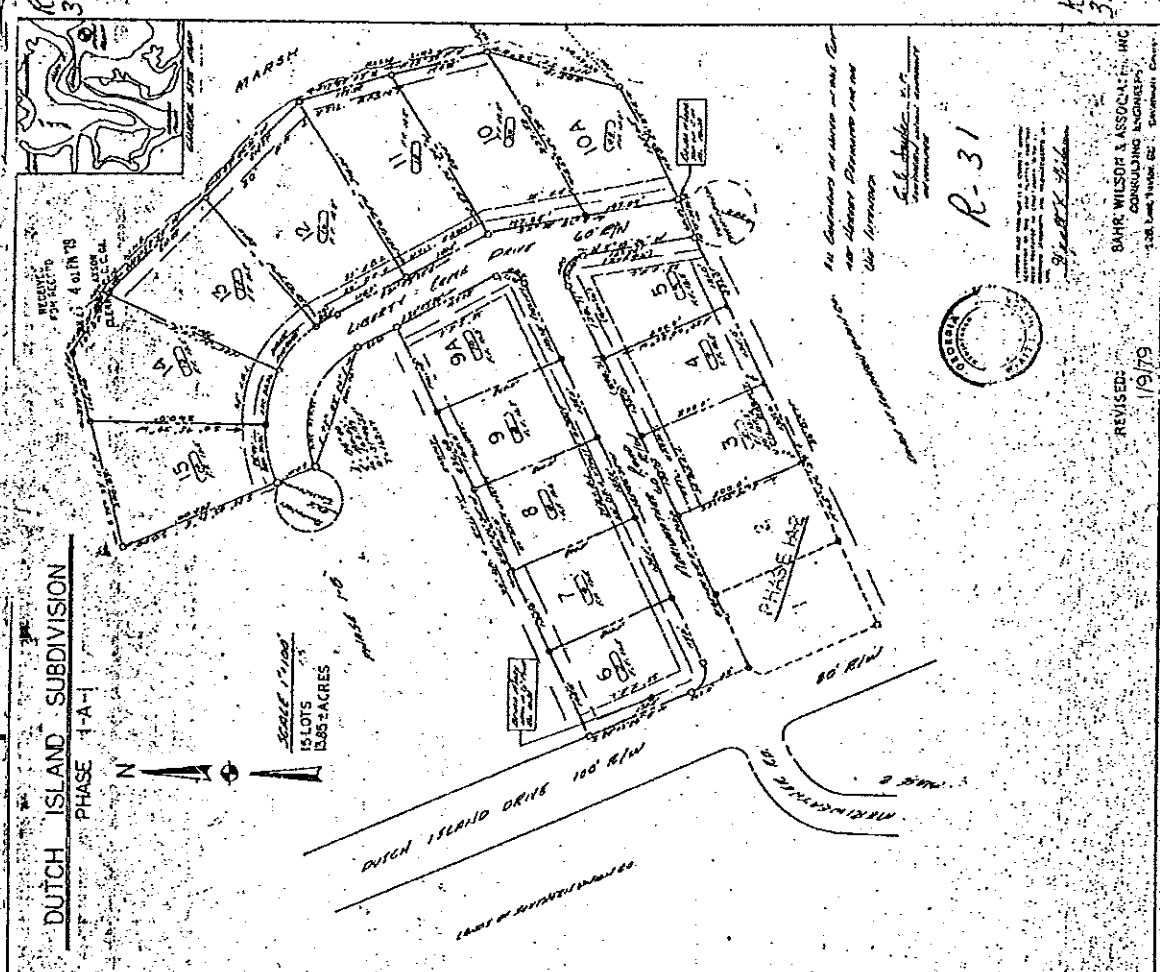
## Phase 1-A

### *Declarations*

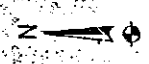
1. Subject to 112-J, 463.
  - a. Amends 99-D, 857 by replacing Article IV "Use of Land."
2. Subject to 99-D, 857 by incorporation by reference in 112-J, 463. [99-D, 857 originally filed for Grimball Point]
5. Subject to 100-W, 359 by incorporation by reference in 112-J, 463. [filed originally for Gnann Hammock, Phase 1]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 110-L: Use of Land: Single family residences – otherwise by permission.
6. 100-W: Creates Dutch Island Residents Association, Inc.
7. 100-W: Every person who is a record owner of fee is a Member of Association.
8. 100-W: Voting
  - a. Two classes of voting members
    - i. Class A: all owners except Companies
      1. One vote for each lot
    - ii. Class B: Companies
      1. 3 votes for each lot they hold interest in
9. 100-W: Assessments
  - a. Annual General Purpose Assessments - \$250 per lot; increase by vote of members
  - b. Annual Special Purpose Assessments – majority of combined Class B & Class A members voting.
  - c. Special Assessments for Capital Improvements



**DUTCH ISLAND SUBDIVISION**  
**PHASE 1-A-1**



SCALE 1" = 100'  
 ISLOTS  
 1/8" = 1' ACRES

APPROVED BY CHATHAM COUNTY ENGINEER January 12, 1975  
[Signature] COUNTY ENGINEER  
 APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
 DIVISION OF ENGINEERING AND SANITATION Jan 5, 1975  
[Signature] DIRECTOR  
 APPROVED BY METROPOLITAN PLANNING COMMISSION Jan 16, 1975  
[Signature] SECRETARY

APPROVED IN OPEN COURT THIS 12 DAY OF January, 1975  
 CHAIRMAN, CHATHAM COUNTY COMMISSION [Signature]  
 ATTEST [Signature] CLERK

- NOTES:**
1. The lots shown on this plan are subject to the provisions of the Chatham County Zoning Ordinance.
  2. The lots shown on this plan are subject to the provisions of the Chatham County Subdivision Ordinance.
  3. The lots shown on this plan are subject to the provisions of the Chatham County Public Health Department's Sanitation Ordinance.
  4. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  5. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.
  6. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  7. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.
  8. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  9. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.
  10. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  11. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.
  12. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  13. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.
  14. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Subdivision Ordinance.
  15. The lots shown on this plan are subject to the provisions of the Chatham County Planning Commission's Zoning Ordinance.



REVISION: 1975  
 SAHR WILSON & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 128 E. Broad Street, Savannah, Georgia

R-31

R-31

# DUTCH ISLAND SUBDIVISION

## PHASE 1-A-1

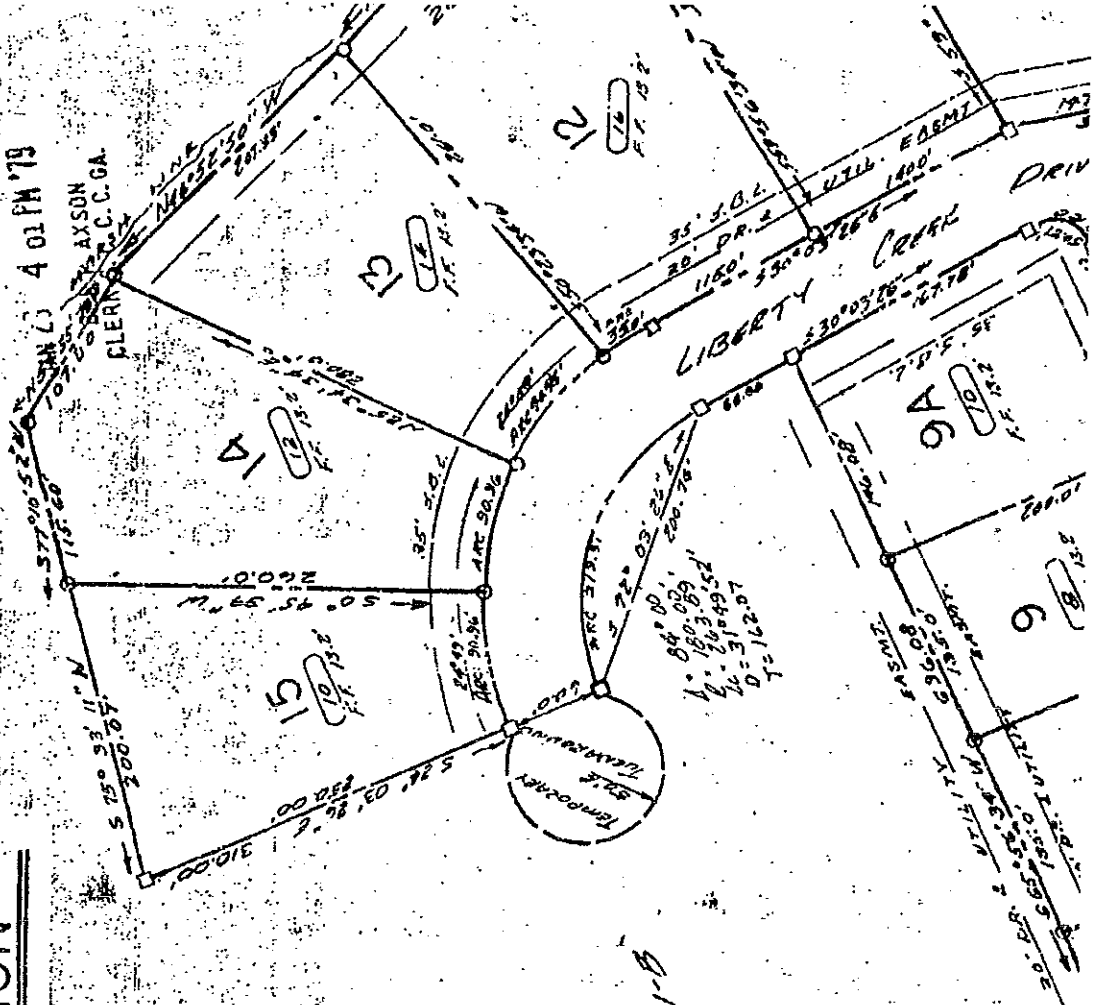
RECEIVED FOR RECORD

APR 11 4 01 PM '79



SCALE 1"=100'  
15 LOTS  
13.85 ± ACRES

PHASE 1-B



DUTCH ISLAND D.

LANDS OF

Survey Plans

## NOTES:

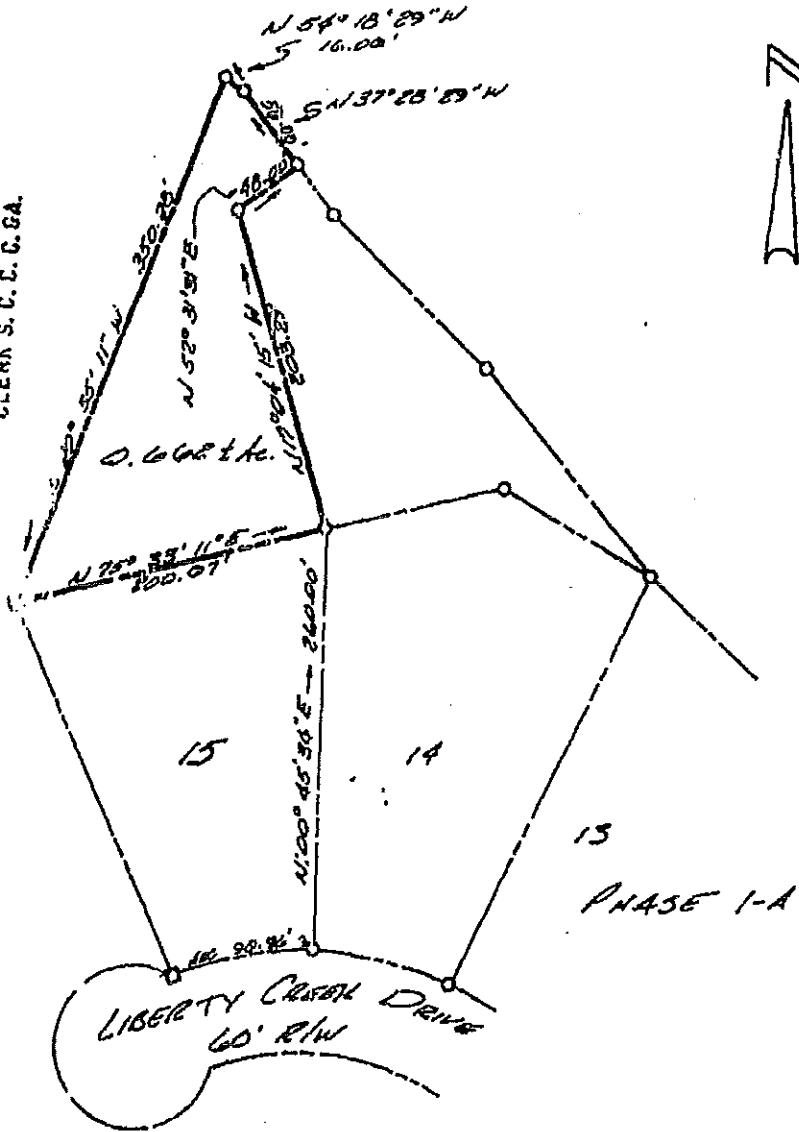
1. ALL LOTS TO HAVE A MINIMUM SET BACK LINES AND EASEMENTS AS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. ALL CORNERS SHOWN "□" INDICATE CONCRETE MONUMENTS.  
"○" INDICATES IRON PIPE "■" INDICATE STREET MARKERS.  
□ DENOTES STREET ADDRESSES
5. ALL RASH ARE 20° AND CORNERS ARE 90° UNLESS OTHERWISE NOTED
6. STREETS IN THIS SUBDIVISION TO BE PAVED BY DEVELOPER AS REQUIRED BY CHATHAM COUNTY.
7. 15" CONCRETE DRIVEWAY AND WALKWAY CULVERTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEER.
8. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPER OR BY INDIVIDUAL LOT OWNERS.
9. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCES TO SUBDIVISION FOR ALL OFFICIAL EMERGENCY VEHICLES, AS REQUIRED
10. ALL HABITABLE BUILDINGS SHALL HAVE A MINIMUM FLOOR ELEVATION OF 13.2' P.T.S.L. IN ACCORDANCE WITH THE 100 YEAR FLOOD PLANE.
11. ALL SEPTIC TANK INSTALLATIONS SHALL BE IN AN AREA OF A MINIMUM OF 8' ELEVATION.
12. ALL C.A.S ALONG ROAD ARE SET BACK 10'.

RECEIVED  
FOR RECORD

MAY 2 4 44 PM '79

BEN P. AXSON  
CLERK S. C. C. G. A.

LANDS OF SOUTHERN UNION



PLAT SHOWING A PORTION OF MARSH AND HIGH LAND ADJACENT TO LOT 15, DUTCH ISLAND SUBDIVISION, PHASE I-A, CHATHAM COUNTY, GEORGIA.

SURVEYED FOR: SOUTHERN UNION COMPANY  
SCALE: 1" = 100' MARCH 12, 1979



CC-208

I CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

*Hyatt L. Wilson*

BAHR, WILSON & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
12B East Taylor St. Savannah, Georgia

808-208

~~For AG MT case 75-4-K-562~~

112-J-463

STATE OF GEORGIA )  
COUNTY OF CHATHAM ) DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 5<sup>th</sup> day of March, 1979 by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES);

463

WHEREAS, the Companies made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, folio 857 and Deed Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

WHEREAS, SOUTHERN UNION COMPANY, a Georgia corporation, is the owner of certain real property known as Dutch Island Subdivision, Phase 1-A, which is a part of the Dutch Island Development, the plat of said subdivision being recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book R, folio 31; and

WHEREAS, the Companies desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents; and

WHEREAS, Herman W. Coolidge, Frederick Wessels, III and Frank W. Seiler also own land within said subdivision and phase and hereby assent to the within covenants.

W I T N E S S E T H:

The Companies hereby declare that Dutch Island Subdivision Phase 1-A, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book R, folio 31 in the office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, folio 857 of the Deed Records of the Superior Court of Chatham County, Georgia as herein amended,



and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation recorded in Deed Record Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

The Declarations of Restrictions recorded in Deed Book 99-D, folio 857 of the aforesaid records shall be amended by deleting the original sections:

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING. (f)

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas,

boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

465

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate

driveway, service court on lot or area, parking and all additional such facilities.

465

No residence, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(f) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies with corporate seals affixed the day and year first above written.

Signed, sealed and delivered as to Dutch Island Corporation:

*Noema Taylor*  
*Pat Brown*  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

DUTCH ISLAND CORPORATION  
BY: *Fred Wiggins*  
PRESIDENT  
ATTEST: *C. E. Smith*  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Liberty Island Corporation:

*Noema Taylor*  
*Pat Brown*  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

LIBERTY ISLAND CORPORATION  
BY: *Fred Wiggins*  
PRESIDENT  
ATTEST: *C. E. Smith*  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Southern Union Company:

SOUTHERN UNION COMPANY

Norma Taylor

BY: Frank W. Seiler PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

ATTEST: C. E. Seiler SECRETARY

PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

(CORPORATE SEAL)

We hereby assent to the aforesaid Covenants.

Signed, sealed and delivered in the presence of:

John Underbrink

Frank W. Seiler (L.S.)  
FRANK W. SEILER

Leah M. Smith  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

Signed, sealed and delivered in the presence of:

Norma Taylor

Frederick Wessels, III (L.S.)  
FREDERICK WESSELS, III

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

Signed, sealed and delivered in the presence of:

John W. Collier

Herman W. Coolidge (L.S.)  
HERMAN W. COOLIDGE

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

Signed, sealed and delivered in the presence of:

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

RECORDED IN BOOK 11, PAGE 39, OCTOBER 1979  
INDEXED IN BOOK 11, PAGE 79, OCTOBER 1979  
FILED IN BOOK 11, PAGE 79, OCTOBER 1979  
ON THE 7th DAY OF OCTOBER 1979  
CLERK, CHATHAM COUNTY, GEORGIA

Phase 1-A-2  
Dutch Island

## Phase 1-A-2

### *Declarations*

1. Subject to 122-H, 856.
  - a. Amends Article VII of 99-D, 857
2. Subject to 99-D, 857 by incorporation by reference in 122-H, 856. [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5 by incorporation by reference in 122-H, 856. [114-X, 5 was originally filed for Phase 3]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

APPROVED BY CHATHAM COUNTY ENGINEER Robert E. I. 1983  
 COUNTY ENGINEER Robert E. I.  
 APPROVED FOR CHATHAM COUNTY HEALTH DEPT.  
 DIV. OF SANITARY ENGINEERING Robert E. I. 1983  
 DIRECTOR Robert E. I.  
 APPROVED BY METROPOLITAN PLANNING COMMISSION Robert E. I. 1983  
 SECRETARY Robert E. I.  
 APPROVED THIS 21st DAY OF October 1983  
Robert E. I. COUNTY ADMINISTRATOR

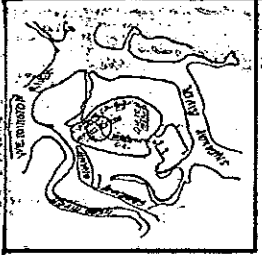
1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET MARKER TO BE INSTALLED AT ALL INTERSECTIONS.
4. 12" CONCRETE DRIVEWAY AND WALKWAY CURBS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEERS.
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS.
6. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL HABITABLE BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION 13.5.
7. CONCRETE MARKERS ALONG RIGHT-OF-WAY SETBACK 20' PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
8. SEPTIC TANK TILE FIELDS MUST BE IN AREAS FILLED TO 9.0' M.S.L. (MIN.)
9. LOTS MUST BE FILLED TO AT LEAST 6' M.S.L. FOR A MINIMUM DISTANCE OF 20' FROM ALL SIDES OF THE HOUSE.
10. 11.3/0 IS WITHIN THE 100 YEAR FLOOD ZONE.
11. 2.F.F. FINISH FLOOR ELEVATION S.A. STREET ADDRESS
12. THE 100 YEAR FLOOR ELEVATION OF 13.0' M.S.L.



WYATT L. WILSON, P.E., R.L.S.

THE FIELD DATA UPON WHICH THE PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET AND WAS ADJUSTED USING TRANSIT TRIANGLE METHOD.

RECORDED  
 1983 OCT 27 10:50 AM  
 CHATHAM COUNTY

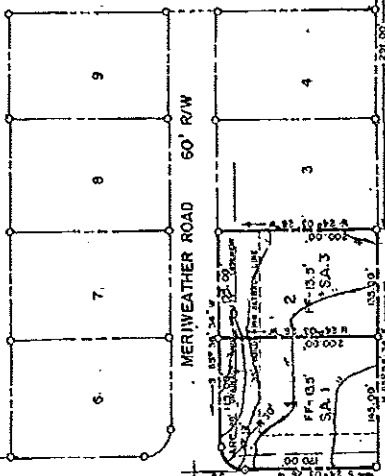


GENERAL SITE PLAN

PHASE 1-B

DUTCH ISLAND DRIVE 100'R/W

LANDS OF SOUTHERN UNION



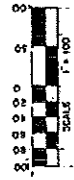
PHASE 1-A

LAND OF SOUTHERN UNION

PHASE 4-C

PHASE 1-D

AREA = 1.281740  
 ERROR OF CLOSURE = 1/25,000



4828

NOTE: ALL EASEMENTS & RIGHTS OF WAYS ARE HEREBY DEDICATED FOR THE PURPOSE INTENDED.

SOUTHERN UNION CO. AND LIBERTY ISLAND CORP.  
 DEVELOPER  
 17 WEST McDONOUGH STREET

W. L. Wilson, Vice President

BARB WILSON, B. ASSOCIATES  
 CONSULTING ENGINEERS  
 09-12-83

# LOTS 1 & 2 DUTCH ISLAND SUBDIVISION PHASE 1-A-2

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

856

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 2nd day of December, 1983, by SOUTHERN UNION COMPANY, a Georgia corporation, (hereinafter referred to as the "COMPANY");

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 1-A-2, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 4-S, Folio 28; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for graceful living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 1-A-2, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 4-S, Folio 28, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimbball's Point as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia,

Dec 7 1983  
DUTCH ISLAND SUBDIVISION  
CLERK SUPERIOR COURT  
CHATHAM CO., GA.

Filed for Record At: 4:33 P.M. On The  
Day Of: 2nd Day of December 1983  
Recorded in Record Book: 4-S, Folio 856  
On the 2nd Day of December 1983

2502  
0955\*\*\*\*\*  
CSC 021\*\*\*\*\*550 CSC



which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

Count M. Mollie  
WITNESS

BY: C. E. King  
PRESIDENT



(CORPORATE SEAL)

W. H. ...  
NOTARY PUBLIC, CHATHAM COUNTY,  
G E O R G I A

ATTEST: K. W. ...  
SECRETARY



Phase 8  
Dutch Island

## Phase 8

### *Declarations*

1. Subject to 163-X, 540.

### *Points*

1. 163-X: Use restrictions
2. 163-X: Dutch Island Homeowners Association, Inc.
  - a. All lot owners are members
3. 163-X: Voting
  - a. One member = one vote
  - b. Quorum = 20%
4. 163-X: Assessments:
  - a. Annual General Purpose Assessment: established by Bd.
  - b. Annual Special Purpose Assessment:
  - c. Special Assessment for Capital Improvements:

163-X: Amendment by Association by  
supp dec.

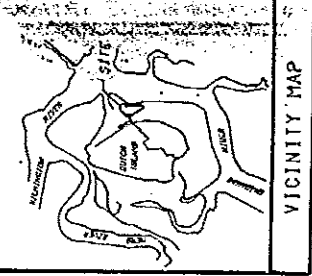


**ENE ENGINEERING SERVICES, INC.**  
 P.O. Box 8101  
 23 East Chatham Street  
 Savannah, Georgia 31419  
 Phone: (912) 232-8313

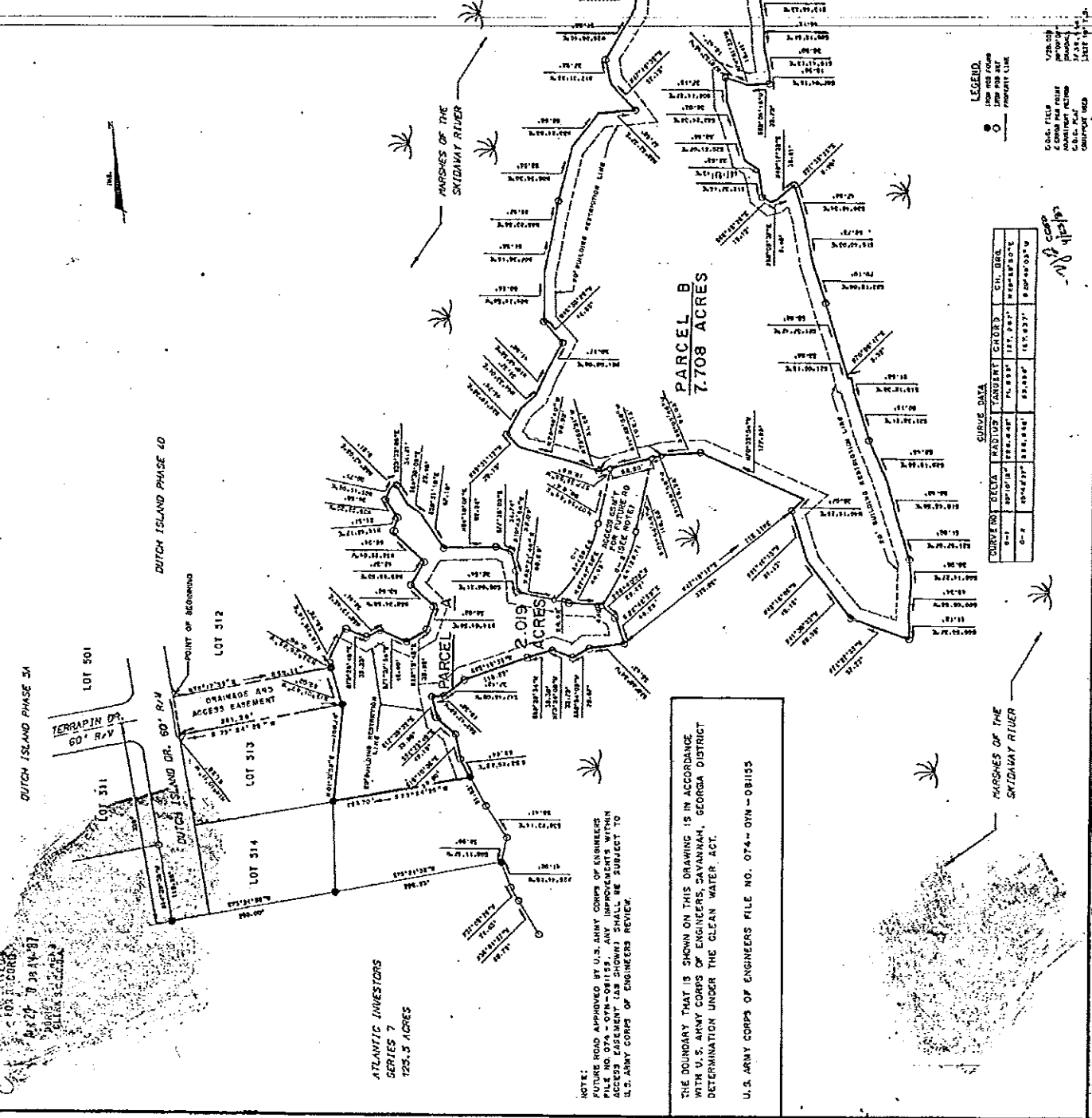
**PLAT OF 9.727 ACRES**  
 SURVEYED FOR  
**ATLANTIC INVESTORS DEVELOPMENT CORP.**  
 6th G.M.O., CHATHAM COUNTY, GEORGIA

REVISION	DATE	BY	DESCRIPTION
1	3-19-88		
2	10-22-88		
3	2-8-87		

DESIGNER: J. J. JOE  
 GRAPHICIST: J. J. JOE  
 REVIEWER: J. J. JOE  
 DATE: 3-18-88  
 SCALE: 1"=100'  
 PROJECT: 86010  
 SHEET: 1 OF 1



SCALE: 1"=100'



CHORD DATA

CURVE NO.	BEVIA	RADIUS	TANGENT	CHORD	CH. BEVIA	INT. BEVIA	PERCENTAGE
1-1	100.00	100.00	141.42	141.42	141.42	141.42	100.00%
1-2	100.00	100.00	141.42	141.42	141.42	141.42	100.00%

13P65



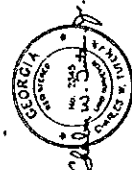
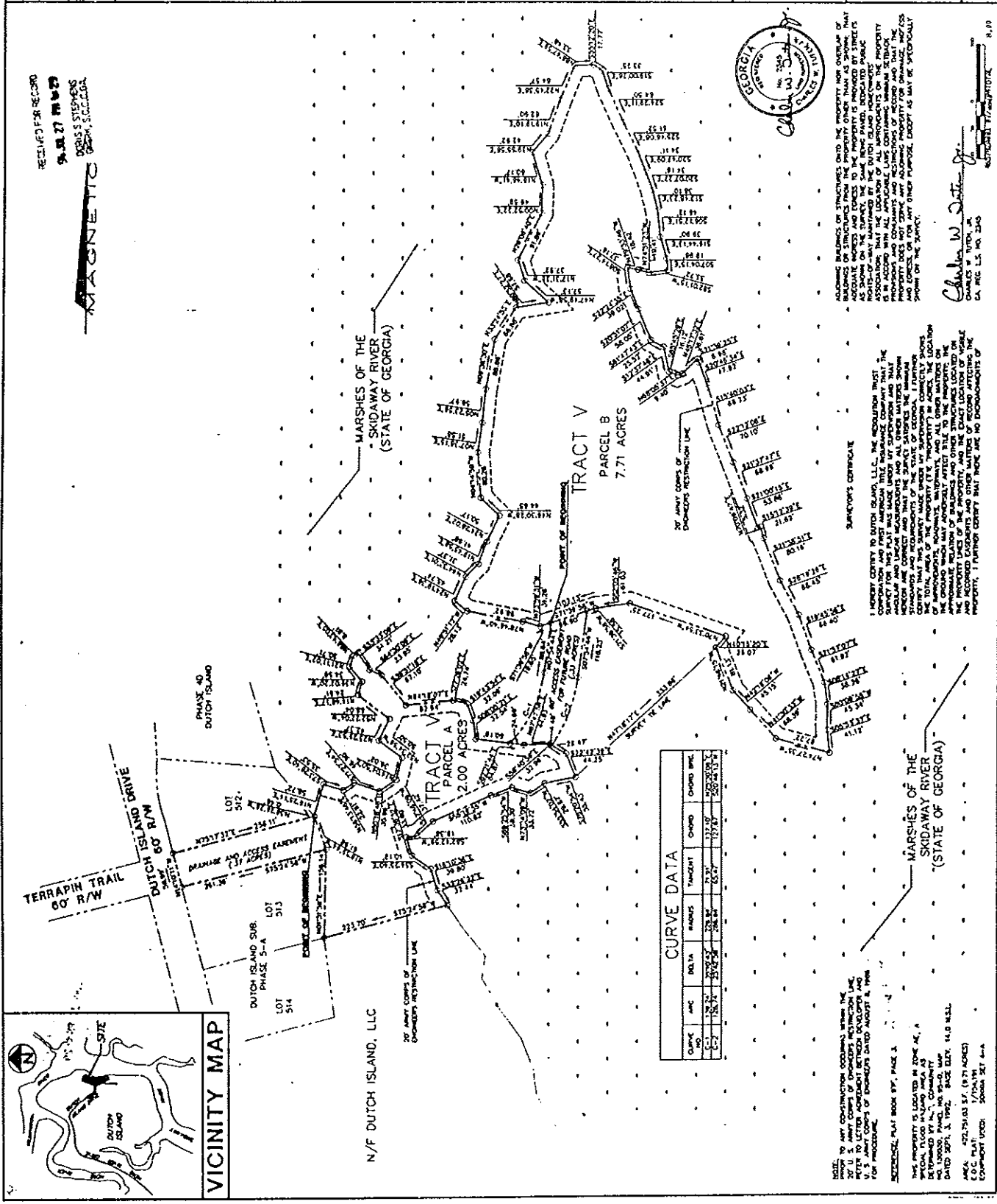
EMC ENGINEERING SERVICES, INC.  
 Post Office Box 8101  
 Savannah Georgia 31412  
 Phone (912) 232-6533

PLAT OF 9.71 ACRES, ALSO KNOWN AS PIRATES POINT,  
 LOCATED ON DUTCH ISLAND,  
 6TH Q. M. DISTRICT, CHATHAM COUNTY,  
 GEORGIA.  
 BOUNDARY SURVEY FOR  
 DUTCH ISLAND, L.L.C., THE RESOLUTION TRUST CORPORATION  
 AND FIRST AMERICAN TITLE INSURANCE COMPANY

NO. 1111  
 DATE 12.29.95  
 SCALE 1"=100'  
 PROJECT 9.7100

RECEIVED FOR RECORD  
 95.01.27 PM 4:25  
 DEBIS S STEPHENS  
 CLERK, S.C.C.D.A.

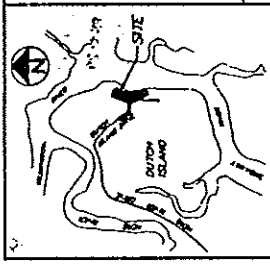
MAGNETO



ALLING RECORDS OF STRUCTURES ON THE PROPERTY AND OUTLINE OF  
 ACCURATE RECORDS AND TO BEAS TO THE PROPERTY IS PROVIDED BY STRUC  
 AS SHOWN ON THE SURVEY, THE SAME BEING PARTS, EXCEPT PUBLIC  
 ASSOCIATIONS THAT THE LOCATION OF ALL METEORS ON THE PROPERTY  
 IS IN ACCORD WITH ALL APPLICABLE LAWS CONTAINING MEASUREMENTS  
 PROPERTY DOES NOT CONVEY ANY ADJACENT PROPERTY FOR ENHANCE, INCREAS  
 AND LIES ON FOR ANY OTHER PURPOSE, EXCEPT AS MAY BE SPECIFICALLY  
 POINT ON THE SURVEY.

Charles W. Dutton  
 CIVIL ENGINEER  
 24 W. L.S. NO. 245

THEY ARE TO DUTCH ISLAND, L.L.C., THE RESOLUTION TRUST  
 SURVEY FOR THIS PLAT WAS MADE UNDER MY SUPERVISION AND THAT  
 MEASUREMENTS AND ALL OTHER MATTERS SHOWN  
 STANDARDS AND REQUIREMENTS OF THE STATE OF GEORGIA. I FURTHER  
 STATE THAT THE SURVEY WAS MADE UNDER MY SUPERVISION, EXCEPT SUCH  
 OF ADJACENT, ADJACENT, WATERSHEDS, AND ALL OTHER MATTERS ON  
 THE GROUND THAT MAY AFFECT THE SURVEY. THE  
 THE PROPERTY LIES OF THE PROPERTY, AND THE EXACT LOCATION OF COURSE  
 AND ADJACENT COURSES AND OTHER MATTERS OF RECORD AFFECTING THE  
 PROPERTY, I FURTHER CERTIFY THAT THERE ARE NO ENCUMBRANCES OF



VICINITY MAP

CURVE NO.	ARC	DELTA	RADIUS	TANGENT	CHORD	CHORD BEING
1	18.74	30.33	187.4	30.33	33.27	10.00
2	18.74	30.33	187.4	30.33	33.27	10.00
3	18.74	30.33	187.4	30.33	33.27	10.00
4	18.74	30.33	187.4	30.33	33.27	10.00
5	18.74	30.33	187.4	30.33	33.27	10.00

NOTE: TO ANY CONSTRUCTION COULD BE WITHIN THE  
 20 U.S. ARMY CORP. OF ENGINEERS RESTRICTION LINE.  
 U.S. ARMY CORP. OF ENGINEERS DATED AUGUST 8, 1988  
 FOR RECORDING.

RECORDING PLAT BOOK 97, PAGE 3.  
 THIS PROPERTY IS LOCATED IN ZONE 4E, A  
 SPECIAL FLOOD HAZARD AREA AS  
 DETERMINED BY THE U.S. COMMERCE  
 DATED 207, 1, 1982, PAGE 23X, 14.0 NAD.  
 C.O.C. PLAT 52.75.03 S.E. (6.71 ACRES)  
 COMPLETION 1/28/96

Phase 8

DECLARATION OF COVENANTS AND RESTRICTIONS

PIRATE'S POINT - DUTCH ISLAND

540

This Declaration is made this 6th day of December 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

RECEIVED FOR RECORD  
93 DEC -6 PM 3:11  
DORIS S STEPHENSON  
CLERK, S.C.C.

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property known as that certain Island and entrance thereto located on DUTCH ISLAND, known as PIRATE'S POINT (hereinafter referred to as "the PROPERTY"), said property being designated upon a Plat of 9.727 Acres, prepared by EMC Engineering Services, Inc. dated 3/18/86 with latest revision dated 11/22/86 as Parcel "A" (containing 2.019 acres) and Parcel "B" (containing 7.708 acres) which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said property being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 9-P, Folio 3, to which reference is hereby made and incorporated herein for a more complete description of said property; and

Filed For Record At 3:42 p.m. On The 6 Day Of Dec 1993  
Recorded in Record Book 9-P, Folio 540  
On The 6 Day Of Dec 1993  
CLERK OF SUPERIOR COURT

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible question regarding the applicability of covenants and restrictions to the PROPERTY, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said property to assure the uniform and high quality development of the property.

W I T N E S S E T H

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

**I. GENERAL APPLICATION OF DECLARATION:**

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the

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lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

## II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

### III - EASEMENTS:

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1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors and assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

### IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots shown in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed three stories in height, with an attached or unattached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE TEN, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Folio 47, except that, in addition, minimum set-back from inside lot division lines shall be not less than ten (10) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas



or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

#### 4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

#### 5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

#### 6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of six (6) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 1,800 square feet for a one-story residence. The total floor area of a two or three story residence must also be not less than 1,800 square feet with a minimum first floor space of not less than 1,200 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter greater than six (6) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any lots or areas within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION,

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unless such lagoon lake or canal is owned by the RTC, its successors or assigns, and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successors or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

#### 14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than six (6) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 30 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

#### 15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

#### 16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to

remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within said PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. Each owner shall be responsible for the maintenance of any side strips located between his lot lines and the edges of the street or ingress or egress easements on which said lots border. This obligation shall include the responsibility of mowing the grass and removing undergrowth, weeds and rubbish from said side strips.

9. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

10. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

**VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.**

**1. PURPOSES.**

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

**2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.**

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

### 3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

### 3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to

maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

### 3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

### 3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

### 3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

### 3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

### 3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

### 3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the



date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

### 3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

### 3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION, when and if such provision is made.

#### VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

#### IX - LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the RTC, its successors or assigns, in developing or

selling any of the PROPERTY upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized representatives of the RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION, the day and year first above written as the date hereof.

RESOLUTION TRUST CORPORATION,  
as Receiver for Hill Financial  
Savings Association

BY: \_\_\_\_\_

ITS ATTORNEY IN FACT UNDER AND  
BY VIRTUE OF THAT POWER OF  
ATTORNEY RECORDED IN DEED BOOK  
163-X, PAGE 536, CHATHAM  
COUNTY, GEORGIA DEED RECORDS

Signed, sealed and delivered  
in the presence of:

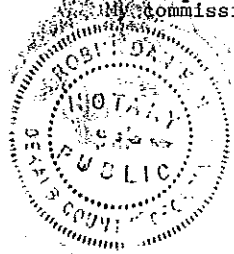
Mark Williams

Witness

Robin Daniels

Notary Public

Commission expires: April 1, 1997



Phase 9  
Dutch Island

## Phase 9

### *Declarations*

1. Subject to 141-D, 306.
  - a. REPLACED
2. Subject to 163-X, 554. [filed for Phase 8]

### *Points*

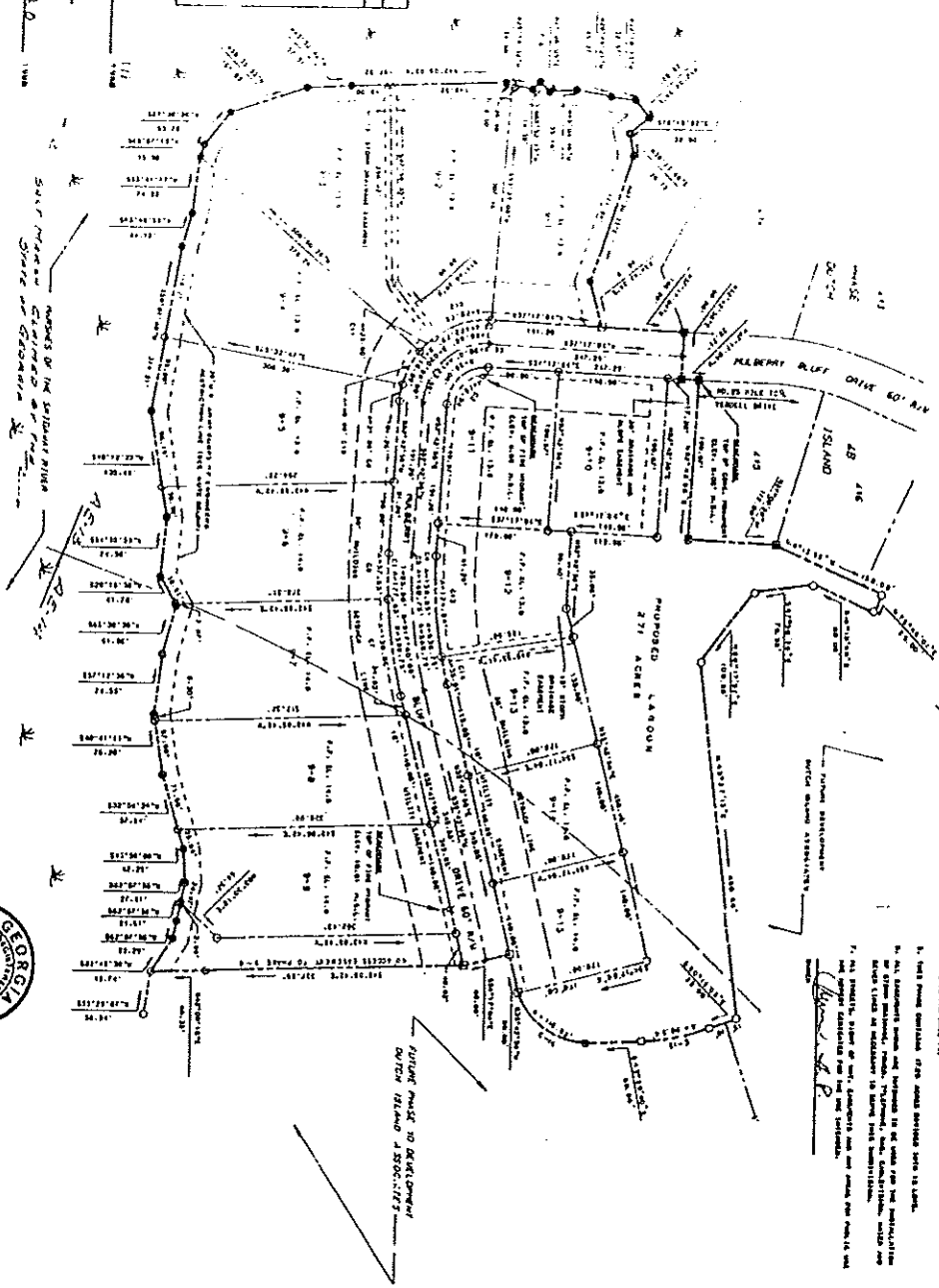
1. 163-X: use restrictions
2. 163-X: Dutch Island Homeowners Association, Inc.
  - a. Lot owners are members
3. 163-X: Voting
  - a. All members have one vote
  - b. Quorum = 20%
4. 163-X: Assessments:
  - a. Annual General Purpose Assessment: established by Bd.
  - b. Annual Special Purpose Assessment:
  - c. Special Assessment for Capital Improvements:

THIS PLAN IS THE PROPERTY OF EMC ENGINEERING SERVICES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EMC ENGINEERING SERVICES, INC.

NO. 100  
 3-23-78  
 DUTCH ISLAND  
 CHATHAM COUNTY, GEORGIA

NOTES:

1. See Notes to each Section of this Plan and Schedule of Landmarks.
2. See Notes to each Section of this Plan and Schedule of Landmarks.
3. See Notes to each Section of this Plan and Schedule of Landmarks.
4. See Notes to each Section of this Plan and Schedule of Landmarks.
5. See Notes to each Section of this Plan and Schedule of Landmarks.
6. See Notes to each Section of this Plan and Schedule of Landmarks.
7. See Notes to each Section of this Plan and Schedule of Landmarks.
8. See Notes to each Section of this Plan and Schedule of Landmarks.
9. See Notes to each Section of this Plan and Schedule of Landmarks.
10. See Notes to each Section of this Plan and Schedule of Landmarks.



Lot No.	Area (Acres)	Dimensions
1	1.00	100' x 100'
2	1.00	100' x 100'
3	1.00	100' x 100'
4	1.00	100' x 100'
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100	1.00	100' x 100'

APPROVED BY THE BOARD OF PUBLIC HEALTH  
 CHATHAM COUNTY, GEORGIA  
 DATE: 10-5-78  
 SIGNATURE: [Signature]

APPROVED BY THE BOARD OF PUBLIC HEALTH  
 CHATHAM COUNTY, GEORGIA  
 DATE: 10-5-78  
 SIGNATURE: [Signature]

APPROVED BY THE BOARD OF PUBLIC HEALTH  
 CHATHAM COUNTY, GEORGIA  
 DATE: 10-5-78  
 SIGNATURE: [Signature]

APPROVED BY THE BOARD OF PUBLIC HEALTH  
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 DATE: 10-5-78  
 SIGNATURE: [Signature]

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 CHATHAM COUNTY, GEORGIA  
 DATE: 10-5-78  
 SIGNATURE: [Signature]

APPROVED BY THE BOARD OF PUBLIC HEALTH  
 CHATHAM COUNTY, GEORGIA  
 DATE: 10-5-78  
 SIGNATURE: [Signature]



SCALE: 1"=100'  
 10-5-78

PHASE 9, DUTCH ISLAND  
 BEING A PORTION OF 125.529 ACRES  
 & G.M. DISTRICT, CHATHAM COUNTY, GEORGIA  
 FOR  
 DUTCH ISLAND ASSOCIATES

EMC ENGINEERING SERVICES, INC.  
 Post Office Box 8101  
 23 East Charlton Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6533



DESIGNER	CUT
GRAPHICIST	TVO
REVIEWER	CUT
DATE	SEPT 21 1987
SCALE	1"=100'
PROJECT	87074
SHEET	1 OF 1

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

Replaced

RECEIVED  
FOR RECORD  
FEB 14 3 37 PM '89  
DORIS S. STEPHENS  
CLERK S.C.C.G.A.

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR DUTCH ISLAND SUBDIVISION, PHASE IX.

306

THIS DECLARATION is made this 14th day of February, 1989,  
by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership,  
(hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real pro-  
perty known as Dutch Island Subdivision, Phase IX, which is part of  
the Dutch Island Development, the plat of said subdivision being  
recorded in the Office of the Clerk of Superior Court of Chatham  
County, Georgia, in Subdivision Map Book 10-S, Folio 32; and,

WHEREAS, the Partnership desires to provide for the preser-  
vation of the values and to provide amenities in said development and  
wishes to insure pleasant environment for gracious living which shall  
include ecological harmony and recreational opportunity for the resi-  
dents.

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Filed For Record At 3:37 O'Clock P M. On The  
14 Day Of Feb 1989  
Recorded In Record Book 141-8 Folio 306  
On The 14 Day Of Feb 1989

W I T N E S S E I H :

The Partnership hereby declares that Dutch Island  
Subdivision, Phase IX, a part of Dutch Island Development as shown  
on a map of said subdivision recorded in Subdivision Map Book 10-S  
Folio 32, in the Office of the Clerk of Superior Court of Chatham  
County, Georgia, shall be subject to those Declaration of Covenants  
and Restrictions declared by Dutch Island Corporation, Southern Union  
Company, Liberty Island Corporation, Atlantic Insurance and Investment  
Company, and Salt Marsh Company recorded in (1) Deed Record Book 99-D,  
Folio 857, and amended in Deed Record Book 129-A, Folio 198; and (2)  
Deed Record Book 114-X, Folio 5; amended in Deed Book 129-A, Folio  
202, aforesaid records; which Declarations, as herein amended, are  
hereby incorporated herein and made a part of this Declaration of  
Covenants and Restrictions. The terms "Developer", "Company" or  
"Companies" as used therein shall also refer to and include Dutch

Island Associates, Ltd., a Georgia Limited Partnership and its successors and assigns.

307

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, which are being made applicable to Dutch Island Subdivision, Phase IX, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VI.

WATER, SEWER AND GARBAGE COLLECTION

1. Water Service. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from developer, a separate connection or tap in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage and availability charges may be billed monthly, bimonthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating and cooling systems which utilize water as the heat transfer medium without the written permission of the companies and/or partnership or their successors and assigns. The companies and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. Sewer Service and Garbage Collection. Every owner of a lot in the property shall be presumed conclusively by acceptance of a



18 deed of conveyance to such lot to have covenanted, for himself, his heirs, representative, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid Restrictive Covenants, as amended.

Said Covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

II.

For purposes of Phase IX only, Paragraph VI of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, being made applicable to Dutch Island, Phase IX is hereby amended by adding the following:

"There shall be no special purpose assessments or charges for the lots in Phase IX for the purpose of the placement of curbs, gutters or drainage facilities, as curbs, gutters and drainage facilities have already been placed within Phase IX.

IN WITNESS WHEREOF, the foregoing instrment has been executed by the duly authorized General Partners of Dutch Island Associates, Ltd., a Georgia Limited Partnership, the day and year first above written as the date hereof.

DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership

By: [Signature]  
Murray S. Marshall,  
General Partner

By: [Signature]  
Robert C. Martin, Jr.,  
General Partner

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public, Chatham County, Ga.  
JEFFREY W. RUBNITZ  
Notary Public, Chatham County, Ga.  
My Commission Expires Sept. 22, 1990

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

TERMINATION OF POWER OF ATTORNEY

10 NOW COMES JOHN R. FRANZ, a resident of Chatham County, Georgia, who hereby terminates that certain Specific Power of Attorney, dated September 18, 1987, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 136-B, Folio 636, appointing Jackie C. Allmond as his attorney-in-fact with respect to Lot 37 Worthington Estates, Pooler, Chatham County, Georgia.

This 13<sup>th</sup> day of February, 1989.

John R. Franz (L.S.)  
John R. Franz

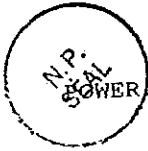
Signed, sealed and delivered,  
this 13<sup>th</sup> day of Feb.  
1989, in the presence of:

Samantha L. B. White  
Witness

Joseph R. Ross  
Notary Public

(NOTARY SEAL)

JOSEPH R. ROSS  
Notary Public, Chatham County, Ga.  
My Commission Expires Nov. 20, 1989



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Filed For Record At 3:45<sup>0</sup> Clock P M. On The  
14 Day Of Feb 19 89  
Recorded in Record Book 141-0 Folio 310  
On The 14 Day Of Feb 19 89

CLERK SUPERIOR COURT, CHATHAM CO., GA.

5.00

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DORIS S STEPHENS  
CLERK, S.C.C.C.G.A.

DECLARATION OF COVENANTS AND RESTRICTIONS

PHASE 9 DUTCH ISLAND  
DUTCH ISLAND SUBDIVISION

554

This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 9, (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Folio 32; and

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

Recorded in Record Book 163-X, Folio 554  
On This Day 1993  
M. On 3:43 October 9  
31084591465A001 12/06/93  
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WHEREAS, although at the time of said foreclosure sale on October 6, 1992, certain declaration of covenants and restrictions were in place for Dutch Island Subdivision, Phase 9, in order to resolve any possible question regarding the applicability of covenants and restrictions for Dutch Island Subdivision, Phase 9, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said property to assure the uniform and high quality development of said property. ~~To the extent any previously recorded covenants and restrictions may continue to exist burdening said property, after said foreclosure sale, this Declaration shall be deemed to reaffirm and then amend said previous covenants and restrictions to the extent any provision of this document is in conflict or inconsistent therewith. If such previous covenants and restrictions are determined not to have survived said foreclosure sale, this Declaration shall apply to and burden said property as provided herein.~~

WITNESSETH

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

**I. GENERAL APPLICATION OF DECLARATION:**

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is

specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

## II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

## III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors or assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

## IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots shown in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE THREE, prepared by Bahr, Wilson & Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24, except that, in addition, minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the

exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

### 3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

### 4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

### 5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

### 6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the property referred

to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

#### 8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any lots or areas within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

#### 9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

#### 10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

#### 11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

#### 12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All



garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successor or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

## 15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

## 16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

## 17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

## 18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

## 19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within the PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

## V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any

occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

#### VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

##### 1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

##### 2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to

any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

### 3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

### 3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive

assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

### 3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

### 3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

### 3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

### 3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

### 3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

### 3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

### 3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

### 3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

### 3.11 SPECIAL PURPOSE ASSESSMENTS - CURBS, GUTTERS AND DRAINAGE FACILITIES

There shall be no special purpose assessments or charges for the lots in Phase 9 for the purpose of the placement of curbs, gutters or drainage facilities in Phase 9, inasmuch as curbs, gutters and drainage facilities have already been placed within Phase 9. Notwithstanding this provision, however, the ASSOCIATION may levy a special purpose assessment, as necessary, to effect repairs or modifications to said curbs, gutters or drainage facilities in Phase 9 should same hereafter be required.

## VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or

tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

#### VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the



rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

**IX - LIMITATION:**

Nothing contained herein shall be construed as limiting the flexibility of the RTC in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized representatives of the RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION, the day and year first above written as the date hereof.

RESOLUTION TRUST CORPORATION,  
as Receiver for Hill Financial  
Savings Association

BY: \_\_\_\_\_

ITS ATTORNEY IN FACT UNDER AND  
BY VIRTUE OF THAT POWER OF  
ATTORNEY RECORDED IN DEED BOOK  
163-X, PAGE 536, CHATHAM  
COUNTY, GEORGIA DEED RECORDS

Signed, sealed and delivered  
in the presence of:

Marcus A. Wellers

Witness

Robin Daniels

Notary Public

My commission expires: April 1, 1997



Phase 1-B and/or Phase 1-B-2  
Dutch Island

## Phase 1-B & 1-B-2

### *Declarations 1-B*

1. Subject to 118-W, 532.
  - a. Amends Article 7 of 99-D, 857 and 114-X, 5.
2. Subject to 99-D, 857 by incorporation by reference in 118-W, 532 [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5 by incorporation by reference in 118-W, 532. [114-X, 5 was originally filed for Phase 3]

### *Declarations 1-B-2*

1. Perhaps not subject to any declarations. (left off of 118-W, 532 – perhaps inadvertently)

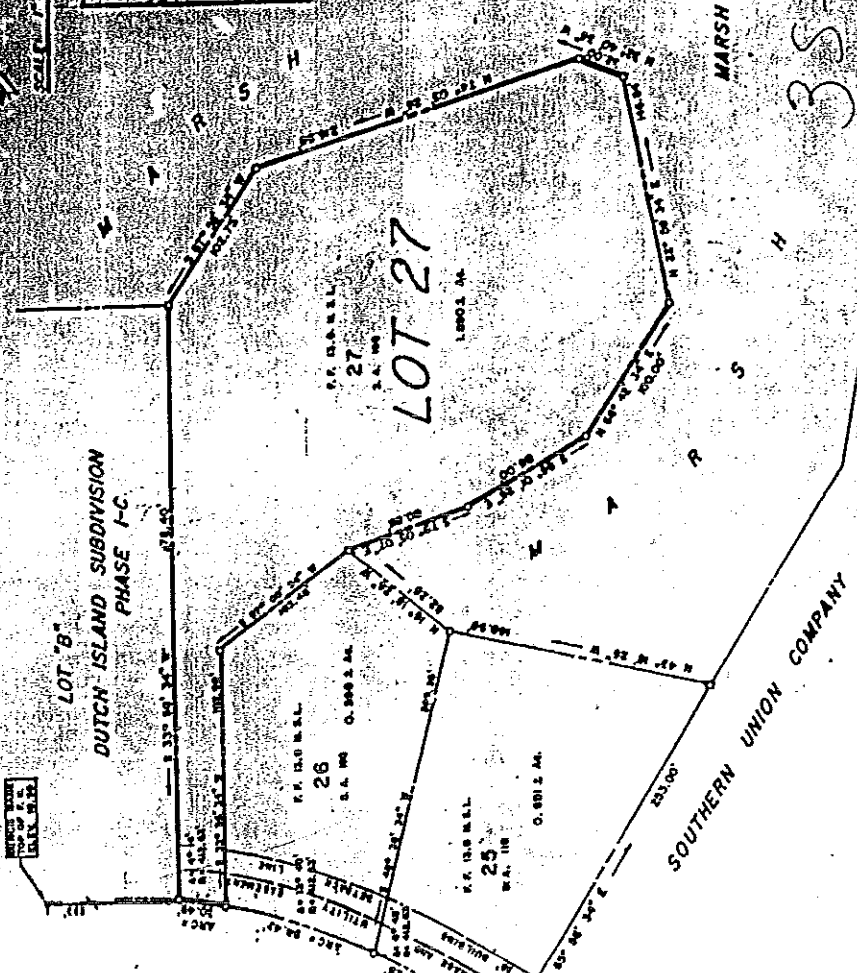
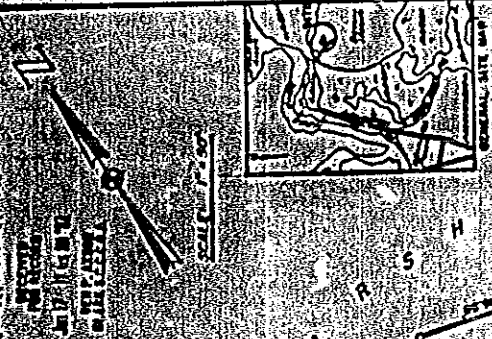
### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

**GENERAL NOTES**

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TRUNKS.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. ALL CONCRETE SLOTTING TO BE INSTALLED IN ALL INTERSECTIONS.
5. 15" CONCRETE DRIVEWAYS AND WALKWAY CURBS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS AND ENGINEERS.
6. SINCE THIS IS A PRIVATE SUBDIVISION, THERE IS NO DAMAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS TO INDIVIDUAL LOT OWNERS.
7. AGREEMENT MADE WITH COUNTY ENGINEER FOR ENTRANCE TO SUBDIVISION FROM ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
8. ALL MARSHLANDS TO BE MAINTAINED TO SMALL MAKE A MINIMUM FLOOR ELEVATION EQUAL TO THE 100 YEAR FLOOR ELEVATION OF 13.0' M.S.L.
9. P.F. - FINISH FLOOR ELEVATION. S.A. - STREET ADDRESS.
10. SEPTIC TANK/TILE FIELDS MUST BE IN AREAS FILLED TO 30" M.S.L. (MIN.) AREAS.
11. LOTS MUST BE FILLED TO AT LEAST 8" M.S.L. FOR A MINIMUM DRAINAGE OF 20" FROM ALL SIDES OF SOUTHERN UNION COMPANY THE HOUSE.

SEPTIC TANK  
MIN. 10' x 10'



**LOT 27**  
**DUTCH ISLAND S/D**  
**PHASE 1/B**

APPROVED BY CHATHAM COUNTY ENGINEER *James J. ...* 1982  
 COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF ENGINEERING AND SANITARY *May 24, 1982*  
*Robert A. ...*

APPROVED BY METROPOLITAN PLANNING COMMISSION *June 15, 1982*  
 SECRETARY *...*

APPROVED *...* THIS 11th DAY OF *...* 1982  
 CLERK *...*

APPROVED BY CHATHAM COUNTY ENGINEER Robert J. ... 23, 1983  
 COUNTY ENGINEER ...  
 APPROVED FOR CHATHAM COUNTY HEALTH DEPT. ... 1983  
 DIV. OF SANITARY ENGINEERING ...  
 DIRECTOR ...  
 APPROVED BY METROPOLITAN PLANNING COMMISSION ... 27, 1983  
 SECRETARY ...  
 APPROVED BY: ...  
 CLERK, COUNTY COMMISSION ... Oct 26, 1983

**GENERAL NOTES**

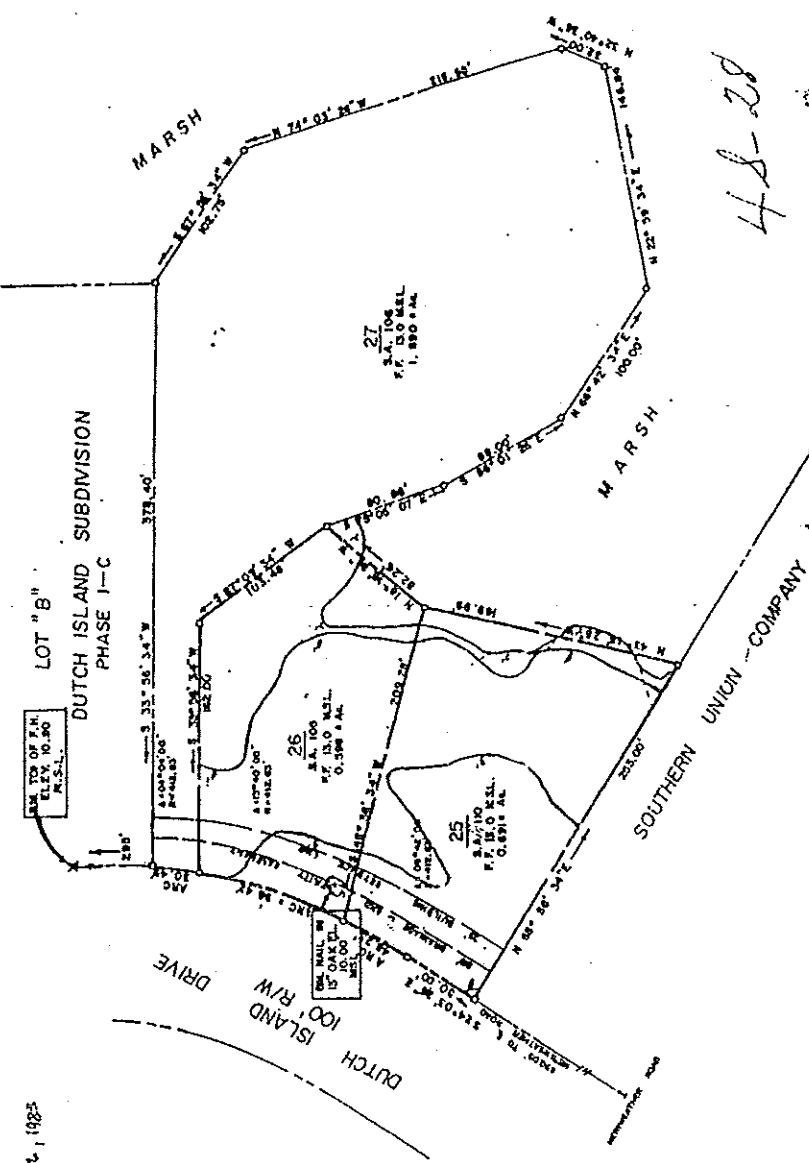
1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND USEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET LIGHTS TO BE INSTALLED AT ALL INTERSECTIONS.
4. CONCRETE DRIVEWAY AND WALKWAY CULVERTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS ENGINEERS.
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS.
6. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
7. ALL HABITABLE BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION 13.0'
8. CONCRETE MARKERS ALONG RIGHT-OF-WAY MAY SETBACK 20' PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
9. SEPTIC TANK TIE FIELDS MUST BE IN AREAS FILLED TO 9.0' M.S.L. (M.N.A.) AREAS.
10. LOTS MUST BE FILLED TO AT LEAST 8' M.S.L. FOR A MINIMUM DISTANCE OF 20' FROM ALL SIDES OF THE HOUSE.
11. S/D IS WITHIN THE 100 YEAR FLOOD ZONE.
12. FF - FINISH FLOOR ELEVATION S.A. - STREET ADDRESS
13. THE 100 YEAR FLOOR ELEVATION OF 13.0' M.S.L.
14. THE TOTAL NUMBER OF LOTS IS 27.



Robert L. Wilson, Jr.  
 STATE OF GEORGIA, E.L.T.  
 THE FIELD DATA TYPED HEREON THIS PLAN IS CORRECT AND A COMPLETE RECORD OF THE SURVEY AND IS TO BE KEPT ON FILE IN THE OFFICE OF THE ENGINEER. THE FIELD DATA IS TO BE KEPT ON FILE IN THE OFFICE OF THE ENGINEER.



GENERAL SITE PLAN



NOTE: ALL EASEMENTS & RIGHTS OF WAYS ARE HEREBY DEDICATED FOR THE PURPOSE INTENDED.

**LOTS 25 & 26  
 DUTCH ISLAND S/D  
 PHASE I-B-2**

SOUTHERN UNION CO. AND LIBERTY ISLAND CORP.  
 DEVELOPER  
 17 WEST HICKORY STREET  
 VICE PRESIDENT  
 DAHR, WILSON, & ASSOCIATES  
 CONSULTING ENGINEERS  
 09-08-83

48-28

For Amend Dec 129-A-194  
For AGMT see 134-K-562

1180-532

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

DECLARATION OF COVENANTS AND RESTRICTIONS

532

THIS DECLARATION made this \_\_\_\_\_ day of July, 1982,  
by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter  
referred to as the COMPANY);

WHEREAS, the COMPANY is the owner of certain real + 1-B-2  
property known as DUTCH ISLAND SUBDIVISION, PHASE 1-B, which is  
part of the Dutch Island Development, the plat of said subdivision  
being recorded in the Office of the Clerk of the Superior Court  
of Chatham County, Georgia, in Subdivision Map Book 3-<sup>S</sup>~~5~~, Page 17;  
and

WHEREAS, the COMPANY desires to provide for the  
preservation of the values and to provide amenities in said  
development and wishes to insure a pleasant environment for  
gracious living which shall include ecological harmony and  
recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION  
PHASE 1-B, a part of Dutch Island Development, as shown on a map  
of said subdivision recorded in Subdivision Map Book 3-<sup>S</sup>~~5~~, Page 17,  
in the Office of the Clerk of the Superior Court of Chatham County,  
Georgia, shall be subject to the restrictions, conditions, easements,  
rights and privileges declared by Dutch Island Corporation, Southern  
Union Company and Liberty Island Corporation to be applicable to  
Grimball's Point as set forth in Declaration of Restrictions record-  
ed in Deed Record Book 99-D, Page 857, of the Deed Records of the  
Superior Court of Chatham County, Georgia, as herein amended, and  
also to that Declaration of Covenants and Restrictions declared  
by Dutch Island Corporation, Southern Union Company, Liberty Island  
Corporation, Atlantic Insurance and Investment Company, and Salt  
Marsh Company recorded in Deed Record Book 114-X, Page 5, of the  
Deed Records of the Superior Court of Chatham County, Georgia,

which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

Lina Jones  
WITNESS

BY: [Signature]  
PRESIDENT

(CORPORATE SEAL)

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY,  
GEORGIA

ATTEST: [Signature]  
SECRETARY

PAT BROWN  
Notary Public, Chatham County, GA  
My Commission Expires June 7, 1992

Filed for Record At 4:17 o'clock P. On the  
19 day of July 1982  
Recorded in Book 118-2 Page 532  
On the 19 day of July 1982

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Phase 1-C  
Dutch Island



## Phase 1-C

### *Declarations*

1. Subject to 112-J, 468.
  - a. Amends Article IV of 99-D, 857.
2. Subject to 99-D, 857 by incorporation by reference in 112-J, 468. [99-D, 857 originally filed for Grimball Point]
6. Subject to 100-W, 359 by incorporation by reference in 112-J, 468. [filed originally for Gnann Hammock, Phase 1]
- 3.

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 100-W: Creates Dutch Island Residents Association, Inc.
6. 100-W: Every person who is a record owner of fee is a Member of Association.
7. 100-W: Voting
  - a. Two classes of voting members
    - i. Class A: all owners except Companies
      1. One vote for each lot
    - ii. Class B: Companies
      1. 3 votes for each lot they hold interest in
8. 100-W: Assessments
  - a. Annual General Purpose Assessments - \$250 per lot; increase by vote of members
  - b. Annual Special Purpose Assessments – majority of combined Class B & Class A members voting.
  - c. Special Assessments for Capital Improvements

# DUTCH ISLAND PHASE 1-C

Surveyed by James G. Garrison Feb. 13, 1979  
James G. Garrison County Engineer  
James G. Garrison Surveyor  
James G. Garrison Feb. 13, 1979

REVISION  
 5 W/18/79  
 J.G.G.

SCALE: 1" = 100'

LANDS OF ALBERT F. & PATRICIA G. WEIS

LANDS OF SOUTHERN UNION COMPANY

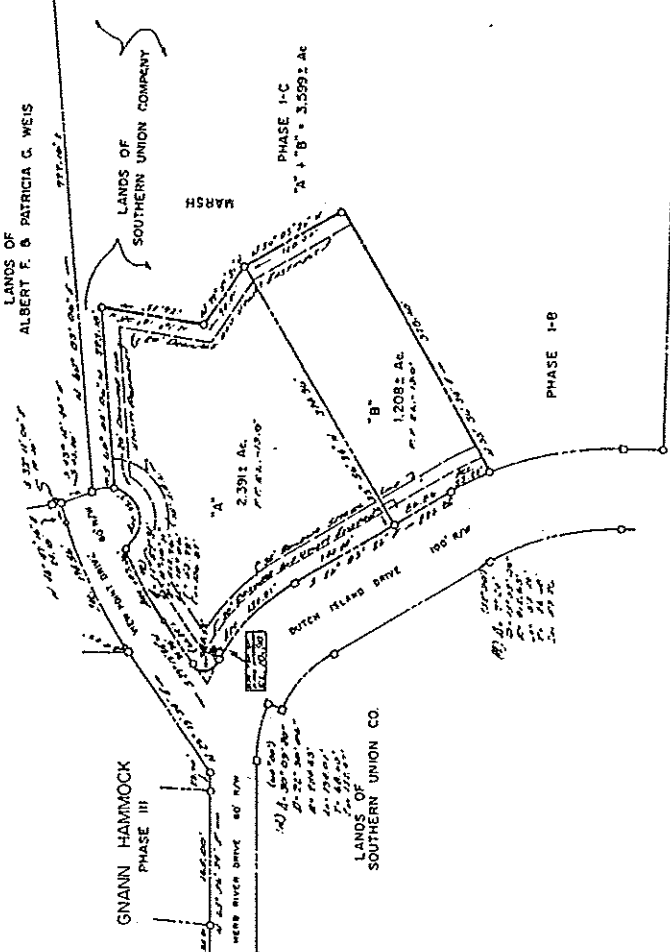
GNANIN HAMMOCK PHASE III

PHASE 1-C  
"A" + "B" = 3.5992 AC

"B" 1.2082 AC

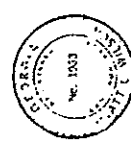
LANDS OF SOUTHERN UNION CO.

PHASE 1-B



R-44

No Opposing Claims  
 are shown on this Plan  
 for the Lands  
 of  
 Albert F. & Patricia G. Weis  
 Surveyed by James G. Garrison  
 Feb. 13, 1979  
 COUNTY ENGINEER  
 J.G.G.



JAMES G. GARRISON  
 COUNTY ENGINEER  
 No. 1003  
 STATE OF FLORIDA

1. The area shown on this plan is the same as shown on the plan of the same name as above.
2. The area shown on this plan is the same as shown on the plan of the same name as above.
3. The area shown on this plan is the same as shown on the plan of the same name as above.
4. The area shown on this plan is the same as shown on the plan of the same name as above.
5. The area shown on this plan is the same as shown on the plan of the same name as above.
6. The area shown on this plan is the same as shown on the plan of the same name as above.
7. The area shown on this plan is the same as shown on the plan of the same name as above.
8. The area shown on this plan is the same as shown on the plan of the same name as above.
9. The area shown on this plan is the same as shown on the plan of the same name as above.
10. The area shown on this plan is the same as shown on the plan of the same name as above.
11. The area shown on this plan is the same as shown on the plan of the same name as above.
12. The area shown on this plan is the same as shown on the plan of the same name as above.



R-4

112J-468

STATE OF GEORGIA )  
                          ) DECLARATION OF COVENANTS AND RESTRICTIONS  
COUNTY OF CHATHAM )

468

THIS DECLARATION made this 7 day of March, 1979 by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES);

WHEREAS, the Companies made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, folio 857 and Deed Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

WHEREAS, SOUTHERN UNION COMPANY, a Georgia corporation, is the owner of certain real property known as Dutch Island Subdivision, Phase 1-C, which a part of the Dutch Island Development, the plat of said subdivision being recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book R, folio 44; and

WHEREAS, the Companies desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The Companies hereby declare that Dutch Island Subdivision Phase 1-C, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book R, folio 44 in the office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, folio 857 of the Deed Records of the Superior Court of Chatham County, Georgia as herein amended,

and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation recorded in Deed Record Book 100-W, folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

469

The Declarations of Restrictions recorded in Deed Book 99-D, folio 857 of the aforesaid records shall be amended by deleting the original sections:

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING. (f)

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas

for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots provided approval is first obtained from the COMPANIES. The SOUTHERN UNION COMPANY reserves the right to subdivide any lot within the subdivision within its total discretion.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including

mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

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Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing locations and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residences, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

#### 8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

#### 14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(f) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies

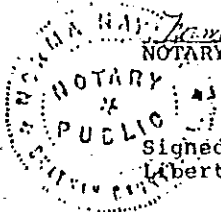
with corporate seals affixed the day and year first above written.

472 Signed, sealed and delivered as to Dutch Island Corporation:

DUTCH ISLAND CORPORATION

Pamela P. Schaefer  
NORMA HAYLOR  
Notary Public, Chatham County, Ga.  
My Commission Expires May 7, 1982  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

BY: [Signature] PRESIDENT  
ATTEST: [Signature] SECRETARY (CORP SEAL)

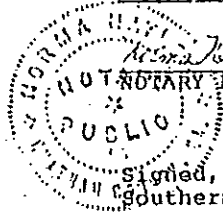


Signed, sealed and delivered as to Liberty Island Corporation:

LIBERTY ISLAND CORPORATION

Pamela P. Schaefer  
NORMA HAYLOR  
Notary Public, Chatham County, Ga.  
My Commission Expires May 7, 1982  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

BY: [Signature] PRESIDENT  
ATTEST: [Signature] SECRETARY (CORP SEAL)



Signed, sealed and delivered as to Southern Union Company:

SOUTHERN UNION COMPANY

Pamela P. Schaefer  
NORMA HAYLOR  
Notary Public, Chatham County, Ga.  
My Commission Expires May 7, 1982  
NOTARY PUBLIC, CHATHAM COUNTY, GA.

BY: [Signature] PRESIDENT  
ATTEST: [Signature] SECRETARY (CORP SEAL)



Filed for record at 3:49 P.M. on 11/7/82  
7:00 P.M. 7X 21.2 468  
Returned to Grant, Box 21.2, P.O. 468  
on 11/7/82 Day of March 1982  
SHERIFF'S OFFICE, CHATHAM COUNTY, GA.

Phase 1-D  
Dutch Island



## Phase 1-D

### *Declarations*

1. Perhaps subject to 117-G, 402.
  - a. References Phase 1-D but incorporates the wrong plat.
  - b. Amends Article VII of 99-D, 857
2. If subject to 117-G, 402, then subject to 99-D, 857 by incorporation by reference. [99-D, 857 filed originally for Grimboll Point]
3. If subject to 117-G, 402, then subject to 114-X, 5 by incorporation by reference. [114-X, 5 was originally filed for Phase 3]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

APPROVED BY CHATHAM COUNTY ENGINEER Ray H. [Signature] 1981  
 COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT  
 DIVISION OF ENGINEERING AND SANITARY ENG. July 2, 1981  
 DIRECTOR

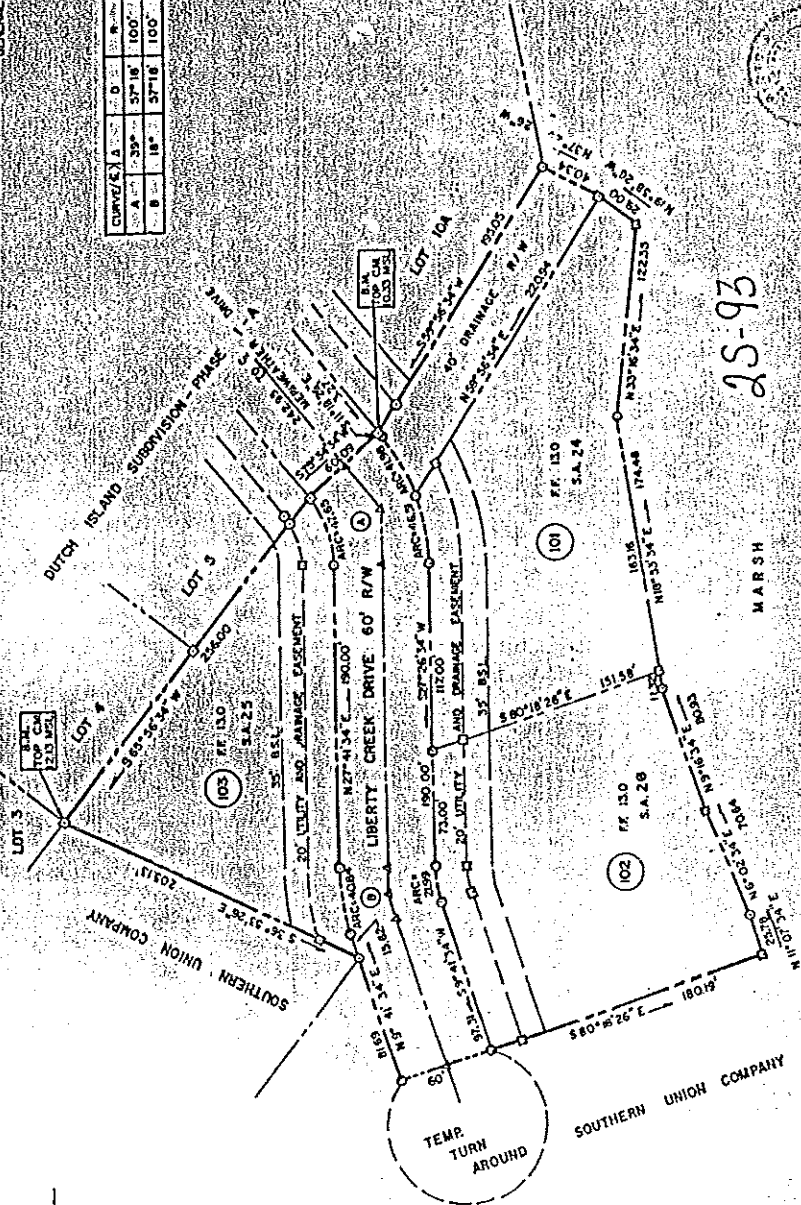
APPROVED BY METROPOLITAN PLANNING COMMISSION 7.0.51 1981  
 SECRETARY

APPROVED IN OPEN COURT THIS     DAY OF     1981  
 CHAIRMAN, COUNTY COMMISSION  
 ATTEST:     CLERK

RECEIVED  
 JUL 12 9 18 AM '81  
 PLANNING COMMISSION  
 CHATHAM COUNTY, GA.



CURVE/ANGLE	D	R	T	
A	339'	57'18"	100°	334.41'
B	18'	27'16"	100°	15.84'



25-93

SCALE 1" = 50'

# DUTCH ISLAND S/D PHASE I-D

- GENERAL NOTES**
- 1 ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED
  - 2 LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS
  - 3 STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS
  - 4 CORNERS SHOWN "D" INDICATES CONCRETE MONUMENTS "O" INDICATES HUB & TACK
  - 5 CONCRETE DRIVEWAY AND WALKWAY CULVERTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS AND ENGINEERS
  - 6 SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS
  - 7 AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED
  - 8 ALL PUBLIC BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION EQUAL TO THE 100 YEAR FLOOR ELEVATION OF 13.0 M.S.L.
  - 9 CONCRETE MARKERS ALONG RIGHT-OF-WAY ARE SETBACK 20' PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED
  - 10 F-F-FINISH FLOOR ELEVATION S.A.\* STREET ADDRESS
  - 11 SEPTIC TANK/TILE FIELDS MUST BE LOCATED IN GROUND 6"/4" S.L. OR ABOVE.

*Dieter [Signature]*  
 AREA = 2307.6  
 ERROR OF CLOSURE = 7/10,000  
 SOUTHERN UNION CO. AND DEVELOPER  
 LIBERTY ISLAND CORP.  
 17 WEST M. DONOUGH STREET  
 W. MARIETTA, GA. 30067  
 VICE PRESIDENT  
 DARR, WILSON & ASSOCIATES  
 CONSULTING ENGINEERS CO.-12-81

Written markings  
not recorded

117 6/402

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

402

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 21<sup>st</sup> day of August, 1981,  
by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter re-  
ferred to as the COMPANY):

WHEREAS, the COMPANY is the owner of certain real property  
known as DUTCH ISLAND SUBDIVISION, PHASE I-D, which is a part of  
the Dutch Island Development, the plat of said subdivision being  
recorded in the Office of the Clerk of the Superior Court of  
Chatham County, Georgia, in Subdivision Map Book 3-<sup>2-5-93</sup>~~A~~, Folio <sup>167</sup>~~168~~ ←  
and *wrong cite*

WHEREAS, the COMPANY desires to provide for the  
preservation of the values and to provide amenities in said develop-  
ment and wishes to insure a pleasant environment for gracious liv-  
ing, which shall include ecological harmony and recreational  
opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION,  
PHASE I-D, a part of Dutch Island Development as shown on a map of  
said subdivision recorded in Subdivision Map Book 3-<sup>2-5-93</sup>~~P~~, Folio <sup>167</sup>~~167~~,  
in the Office of the Clerk of the Superior Court of Chatham County,  
Georgia, shall be subject to the restrictions, conditions, easements,  
rights and privileges declared by Dutch Island Corporation, Southern  
Union Company and Liberty Island Corporation to be applicable to  
Grimball's Point as set forth in Declaration of Restrictions record-  
ed in Deed Record Book 99-D, Folio 857, of the Deed Records of the  
Superior Court of Chatham County, Georgia, as herein amended, and  
also to that Declaration of Covenants and Restrictions declared  
by Dutch Island Corporation, Southern Union Company, Liberty Island  
Corporation, Atlantic Insurance and Investment Co., and Salt Marsh  
Company recorded in Deed Record Book 114-X, Folio 5, of the Deed  
Records of the Superior Court of Chatham County, Georgia, which  
Declarations as herein amended are hereby incorporated herein and

made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

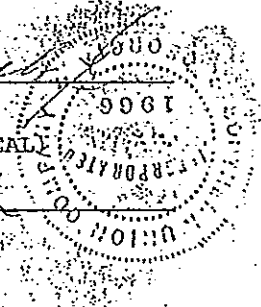
SOUTHERN UNION COMPANY

Julie H. Kitchens  
WITNESS

BY: Fred M. Smith  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY,  
G E O R G I A  
PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 7, 1985

(CORPORATE SEAL)  
ATTEST: C. E. Dyer  
SECRETARY



Filed For Record At 3:10 O'Clock P M. On The  
2 Day Of Sept 1981  
Recorded In Record Book 117-A Folio 402  
On The 2 Day Of Sept 1981

CLERK SUPERIOR COURT, CHATHAM CO., GA.

82

Phase 2  
Dutch Island

## Phase 2

### *Declarations*

1. Subject to 110-L, 199.
  - a. Amends Article IV of 99-D, 857.
2. Subject to 99-D, 857 by incorporation by reference in 110-L, 199 [99-D, 857 originally filed for Grimboll Point]
3. Subject to 100-W, 359 by incorporation by reference in 110-L, 199. [filed originally for Gnann Hammock, Phase 1]
4. Perhaps subject to 105-R, 583 [hand written on 110-L, 199]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 110-L: Use of Land: Single family residences – otherwise by permission.
6. 100-W: Creates Dutch Island Residents Association, Inc.
7. 100-W: Every person who is a record owner of fee is a Member of Association.
8. 100-W: Voting
  - a. Two classes of voting members
    - i. Class A: all owners except Companies
      1. One vote for each lot
    - ii. Class B: Companies
      1. 3 votes for each lot they hold interest in
9. 100-W: Assessments
  - a. Annual General Purpose Assessments - \$250 per lot; increase by vote of members
  - b. Annual Special Purpose Assessments – majority of combined Class B & Class A members voting.
  - c. Special Assessments for Capital Improvements

P-10

APPROVED BY CHIEF ENGINEER JUNE 30, 1978  
THOMAS A. LINDSEY, JR.  
COUNTY ENGINEER

APPROVED FOR CHIEF COUNTY DEPARTMENT  
OF ENGINEERING AND SURVEYING  
JUNE 30, 1978

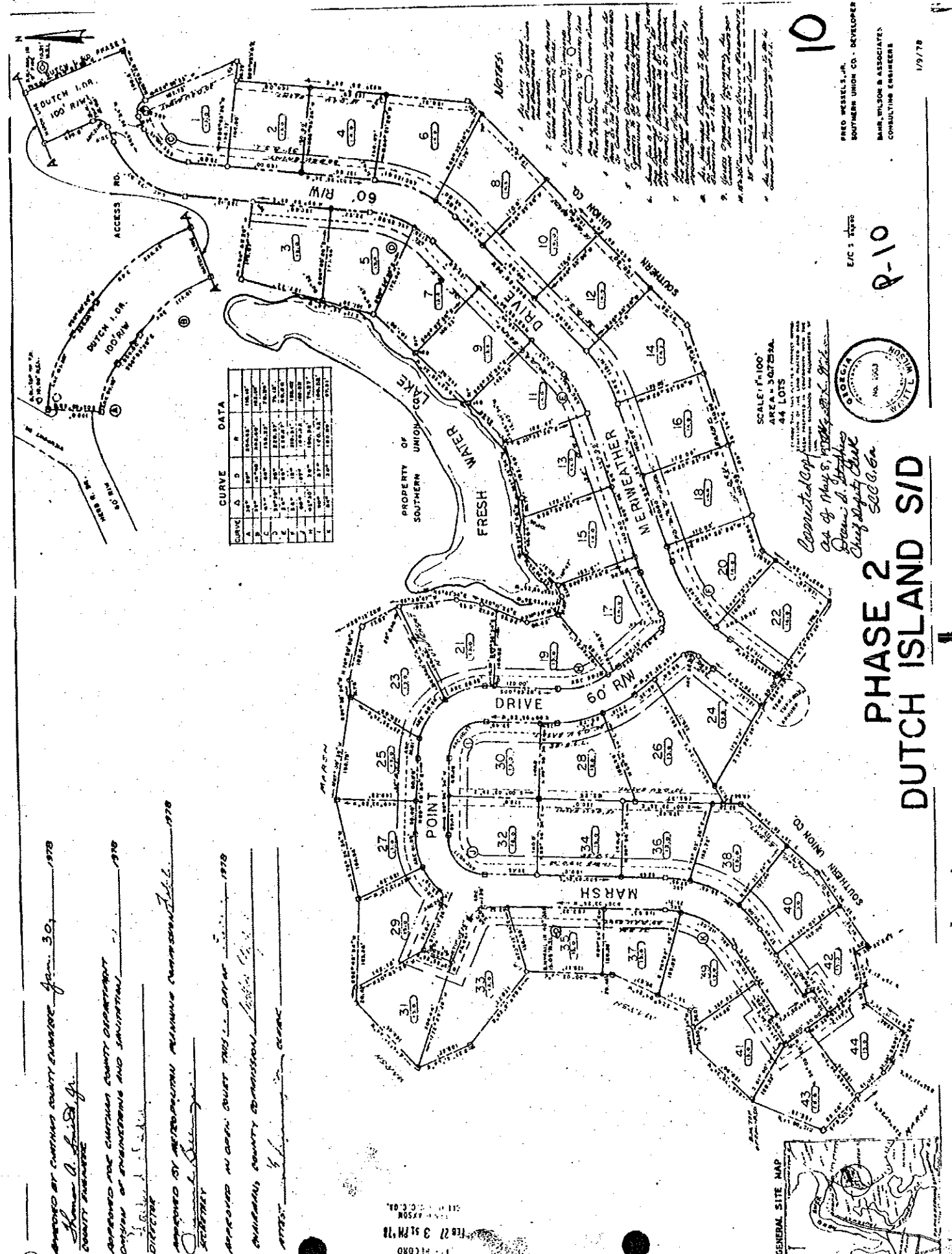
APPROVED BY METROPOLITAN PLANNING COMMISSION  
L. D. ...  
SECRETARY

APPROVED IN OPEN COURT THIS 1st DAY OF ... 1978  
COUNTY COMMISSIONER  
...  
CLERK

RECORDED  
FEB 27 3 54 PM '78  
PLANNING DEPARTMENT  
COUNTY ENGINEER

CURVE DATA

STATION	PC	PT	PI	LC	EA	EB	EC	ED	EA	EB	EC	ED
1	100	100	100	100	100	100	100	100	100	100	100	100
2	100	100	100	100	100	100	100	100	100	100	100	100
3	100	100	100	100	100	100	100	100	100	100	100	100
4	100	100	100	100	100	100	100	100	100	100	100	100
5	100	100	100	100	100	100	100	100	100	100	100	100
6	100	100	100	100	100	100	100	100	100	100	100	100
7	100	100	100	100	100	100	100	100	100	100	100	100
8	100	100	100	100	100	100	100	100	100	100	100	100
9	100	100	100	100	100	100	100	100	100	100	100	100
10	100	100	100	100	100	100	100	100	100	100	100	100
11	100	100	100	100	100	100	100	100	100	100	100	100
12	100	100	100	100	100	100	100	100	100	100	100	100
13	100	100	100	100	100	100	100	100	100	100	100	100
14	100	100	100	100	100	100	100	100	100	100	100	100
15	100	100	100	100	100	100	100	100	100	100	100	100
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18	100	100	100	100	100	100	100	100	100	100	100	100
19	100	100	100	100	100	100	100	100	100	100	100	100
20	100	100	100	100	100	100	100	100	100	100	100	100
21	100	100	100	100	100	100	100	100	100	100	100	100
22	100	100	100	100	100	100	100	100	100	100	100	100
23	100	100	100	100	100	100	100	100	100	100	100	100
24	100	100	100	100	100	100	100	100	100	100	100	100
25	100	100	100	100	100	100	100	100	100	100	100	100
26	100	100	100	100	100	100	100	100	100	100	100	100
27	100	100	100	100	100	100	100	100	100	100	100	100
28	100	100	100	100	100	100	100	100	100	100	100	100
29	100	100	100	100	100	100	100	100	100	100	100	100
30	100	100	100	100	100	100	100	100	100	100	100	100
31	100	100	100	100	100	100	100	100	100	100	100	100
32	100	100	100	100	100	100	100	100	100	100	100	100
33	100	100	100	100	100	100	100	100	100	100	100	100
34	100	100	100	100	100	100	100	100	100	100	100	100
35	100	100	100	100	100	100	100	100	100	100	100	100
36	100	100	100	100	100	100	100	100	100	100	100	100
37	100	100	100	100	100	100	100	100	100	100	100	100
38	100	100	100	100	100	100	100	100	100	100	100	100
39	100	100	100	100	100	100	100	100	100	100	100	100
40	100	100	100	100	100	100	100	100	100	100	100	100
41	100	100	100	100	100	100	100	100	100	100	100	100
42	100	100	100	100	100	100	100	100	100	100	100	100
43	100	100	100	100	100	100	100	100	100	100	100	100
44	100	100	100	100	100	100	100	100	100	100	100	100



Notes:

1. All lots are to be developed as residential lots.
2. The lots are to be developed as residential lots.
3. The lots are to be developed as residential lots.
4. The lots are to be developed as residential lots.
5. The lots are to be developed as residential lots.
6. The lots are to be developed as residential lots.
7. The lots are to be developed as residential lots.
8. The lots are to be developed as residential lots.
9. The lots are to be developed as residential lots.
10. The lots are to be developed as residential lots.

10

FRED WESSELLS, JR.  
SOUTHERN UNION CO. - DEVELOPER  
BANK, WILSON & ASSOCIATES  
CONSULTING ENGINEERS

ERIC: TOTO

P-10

1/9/78

SCALE: 1" = 100'  
AREA = 507,234 sq. ft.  
44 LOTS

Approved by  
City of May 8, 1978  
Dean S. Stephens  
Chief Deputy Clerk  
S.C.C.A. Ga.



# PHASE 2 DUTCH ISLAND SID



*Amendment / Laws*

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 31<sup>st</sup> day of March, 1978 by  
DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION  
COMPANY, all Georgia corporations, (hereinafter referred to as the  
COMPANIES);

199

WHEREAS, the Companies made certain direct Declarations of  
Restrictions and Conditions recorded in Deed Book 99-D, folio 857 and  
Deed Book 100-W, folio 359 of the Deed Records of the Superior Court of  
Chatham County, Georgia; and 4 105-R-583

WHEREAS, SALT MARSH COMPANY, a Georgia corporation, is the  
owner of certain real property known as Dutch Island Subdivision,  
Phase Two, which is a part of the Dutch Island Development, the plat  
of said subdivision being recorded in the office of the Clerk of the  
Superior Court of Chatham County, Georgia in Subdivision Map Book P,  
folio 10; and

WHEREAS, the Companies desire to provide for the preservation  
of the values and to provide amenities in said development and wish to  
insure a pleasant environment for gracious living, which shall include  
ecological harmony and recreational opportunity for the residents; and

WHEREAS, Salt Marsh Company hereby assents to the within  
covenants.

W I T N E S S E T H:

The Companies hereby declare that Dutch Island Subdivision,  
Phase Two, a part of Dutch Island Development as shown on a map of said  
subdivision recorded in Subdivision Map Book P, folio 10 in the office  
of the Clerk of the Superior Court of Chatham County, Georgia, shall be  
subject to the restrictions, conditions, easements, rights and privileges  
declared by Dutch Island Corporation, Southern Union Company and Liberty  
Island Corporation to be applicable to Grimball's Point as set forth in  
a Declaration of Restrictions recorded in Deed Record Book 99-D, folio 857  
of the Deed Records of the Superior Court of Chatham County, Georgia as  
herein amended, and also to that Declaration of Covenants and Restrictions  
declared by Dutch Island Corporation, Southern Union Company and Liberty  
Island Corporation recorded in Deed Record Book 100-W, folio 359 of the  
Deed Records of the Superior Court of Chatham County, Georgia, which  
Declarations as herein amended are hereby incorporated herein and made  
a part of this Declaration of Covenants and Restrictions.



The Declarations of Restrictions recorded in Deed Book 99-D, folio 857 of the aforesaid records shall be amended by deleting the original sections:

200

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING. (f)

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back

from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

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6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns; and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their whole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(f) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies with corporate seals affixed the day and year first above written.

Signed, sealed and delivered as to Dutch Island Corporation:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

DUTCH ISLAND CORPORATION  
BY: Frank W. ...  
PRESIDENT  
ATTEST: Ann V. ...  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Liberty Island Corporation:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

LIBERTY ISLAND CORPORATION  
BY: Frank W. ...  
PRESIDENT  
ATTEST: Ann V. ...  
SECRETARY  
(CORPORATE SEAL)

Signed, sealed and delivered as to Southern Union Company:

Francis J. Johnson

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
Commission Expires June 14, 1931

SOUTHERN UNION COMPANY  
BY: Frank W. ...  
PRESIDENT  
ATTEST: Ann V. ...  
SECRETARY  
(CORPORATE SEAL)

Salt Marsh Company hereby assents to the aforesaid Covenants.

Signed, sealed and delivered as to Salt Marsh Company:

SALT MARSH COMPANY

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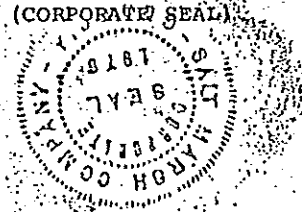
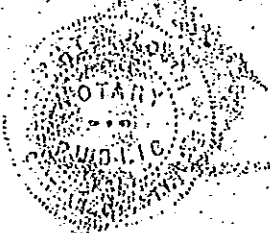
Francis J. Johnson

BY: Frank Johnson  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM COUNTY, GA.  
PAT BROWN

ATTEST: Mark H. Brown  
SECRETARY

Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981



Filed for Record At... 3:51... P.M. On The  
... 11... Day Of... April... 19... 78  
Recorded in Record Book... 118... 2... 199  
On The... 11... Day Of... April... 19... 78

CLERK, SUPERIOR COURT, CHATHAM CO., GA

For Amendment See ~~105-R-583~~  
105-R-583-110-R-199

DECLARATIONS OF RESTRICTIONS,  
CONDITIONS, LIMITATIONS,  
RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

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Applicable to DUTCH ISLAND DEVELOPMENT, including at this time properties located on GRIMBALL'S POINT, an approved subdivision, subject to Chatham County, Georgia, zoning ordinances; this plat of GRIMBALL'S POINT comprises the first phase of the DUTCH ISLAND DEVELOPMENT and was made by Robert Bahr, Registered Engineer, dated May 11, 1971, and is recorded in the office of the Clerk of the Superior Court of Chatham County, Georgia, Book 67, Folio 11.

W I T N E S S E T H:

DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, and the LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter called the COMPANIES), hereby declare that they have imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND DEVELOPMENT, located at GRIMBALL'S POINT, which shall later include GNANN HAMMOCK and DUTCH ISLAND, subdivision plats of which are not recorded as of ~~March~~ <sup>May</sup> 18, 1971, Chatham County, Georgia, to-wit:

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various

lots, areas, and streets (shown on the first plat of DUTCH ISLAND DEVELOPMENT, known as GRIMBALL'S POINT), as hereinafter set out, but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by one or more of the COMPANIES. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from any of the COMPANIES hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the COMPANIES agree and bind themselves to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on that plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas, and streets shown on the recorded plat of GRIMBALL'S POINT. These restrictions do not apply to the use of areas now designated or designated at some future date by the COMPANIES, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate houses, including gates, and recreational areas, and the COMPANIES expressly reserve unto themselves the right to designate any lot or area for the aforesaid purpose.

I. RESERVATIONS:

1. The COMPANIES reserve the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by them, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by one or more of the COMPANIES from time to time. This provision is not to be construed as an obligation on the part of the COMPANIES to designate such "Private Ways." The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the COMPANIES and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The COMPANIES agree to maintain all other streets that are open for use by the residents for a period of three years after the streets are opened. Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The COMPANIES reserve the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is

to provide one of the finest residential areas on the Eastern

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property owners, while still permitting flexibility in development by the COMPANIES.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the COMPANIES.

III. EASEMENTS:

1. UTILITY EASEMENT.

The COMPANIES reserve a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the COMPANIES to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.



All lots shown on the attached two plats in DUTCH ISLAND DEVELOPMENT shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of GRIMBALL'S POINT, except that in addition minimum set-back

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from inside lot division lines shall be not less than twenty-five (25) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots provided approval is first obtained from the COMPANIES.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the COMPANIES to install or maintain a sewerage system; however, it is contemplated that when a sufficient number of houses are constructed, such a system will be installed. What will constitute a sufficient number of houses shall be determined by the COMPANIES.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be

commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan,

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section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches or more, breast high, and all cedar trees, magnolia trees, and dogwood trees, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2600 square feet for a one-story residence and 1600 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

## 8. CUTTING OF TREES.

No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES, nor may any dogwood, cedars, or magnolias be cut regardless of size without the written consent from the COMPANIES.

## 9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

## 10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

## 11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

## 12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural

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or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the COMPANIES; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance for the COMPANIES specifically so provides.

b. The COMPANIES will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c. In any event, no property-owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the COMPANIES. Unless otherwise agreed with the COMPANIES in writing, the owner of each lot or area abutting on any lake or pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The COMPANIES reserve the right to enter

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onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the COMPANIES.

b. No exposed foundation piers, and no three-sided or lean-to buildings or storage houses of any nature will be permitted unless written permission is granted by the COMPANIES.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the COMPANIES.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the COMPANIES.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the COMPANIES.

f. No building shall be constructed on a concrete slab unless prior approval is given in writing by the COMPANIES.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the COMPANIES, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS, AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the COMPANIES and must be approved by the COMPANIES in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the COMPANIES in their sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on upon any lot in said DUTCH ISLAND DEVELOPMENT, nor



shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the COMPANIES.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the COMPANIES, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The COMPANIES shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the COMPANIES; and the COMPANIES may enter upon any lot or area upon which sign or matter is

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erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The COMPANIES reserve the right to care for vacant and unimproved and unkept lots and areas in said DUTCH ISLAND DEVELOPMENT to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the COMPANIES, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the COMPANIES to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the COMPANIES.

VI. COVENANTS RUNNING WITH THE LAND:

The aforesaid restrictions, conditions, limitations, and agreements shall be construed as covenants running with the land and shall apply to and bind all persons and shall be enforceable by the COMPANIES, their successors and designated assigns, or by any person who at any time shall own land in the said DUTCH ISLAND DEVELOPMENT; but the failure to enforce

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any one, or more, shall not be deemed as a waiver of the right by the COMPANIES or any individual owner to do so thereafter as to the same or any subsequent breach thereof.

VII. TERM:

These covenants shall run with the land, and shall be binding upon the COMPANIES and all parties and persons claiming under them for a period of twenty-five (25) years from the date that this declaration shall be filed for record in the public records of Chatham County, Georgia; after which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said one or more of the COMPANIES, their successors or designated assigns, and then after thirty-five (35) years the owners of a majority of the lots or areas in said DUTCH ISLAND DEVELOPMENT and said instrument shall be filed for record in the public records of said county within ninety (90) days from the expiration of the preceding period.

VIII. ENFORCEMENT OF COVENANTS:

If any person or persons owning or exercising possession or control of a lot or area in said DUTCH ISLAND DEVELOPMENT shall violate, or attempt to violate, any of the covenants herein contained, it shall be lawful for the COMPANIES, their successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate, any such covenants and either to prevent him or them from doing so or to recover

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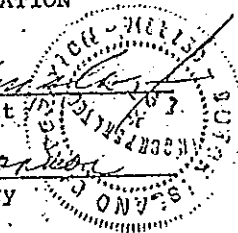
damages for such violation or both. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION have caused this instrument to be executed by their duly authorized officers, and their corporate seals to be affixed under proper authority of their Board of Directors, on this 11th day of May, 1971.

DUTCH ISLAND CORPORATION

By: [Signature]  
President

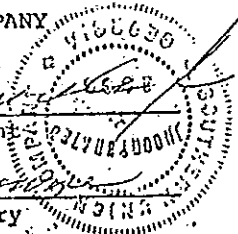
Attest: [Signature]  
Secretary



SOUTHERN UNION COMPANY

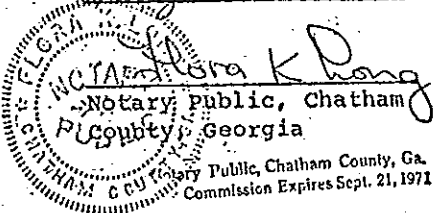
By: [Signature]  
President

Attest: [Signature]  
Secretary



Signed, sealed and delivered in the presence of:

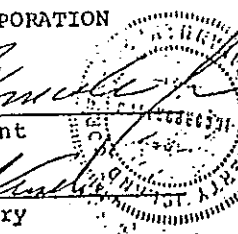
[Signature]



LIBERTY ISLAND CORPORATION

By: [Signature]  
President

Attest: [Signature]  
Secretary



Filed For Record At 2:23 O'Clock P. M. On The 19 Day Of May, 1971  
Recorded In Record Book 857 Folio 2  
On The 19 Day Of May, 1971

CLERK, SUPERIOR COURT, CHATHAM CO., GA.

Phase 3  
Dutch Island

### Phase 3

#### *Declarations*

1. Subject to 114-X, 5.
  - a. Amended by 129-A, 202
  - b. Amended by 157-P, 627

#### *Points*

1. 114-X: use restrictions
2. 114-X: architectural approval
3. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
4. 114-X: Voting
  - a. Two classes, A & B.
5. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

114-X: Amendment by supplemental dec made by the  
Companies

# PHASE 3 DUTCH ISLAND S/D

SCALE: 1"=100'

GENERAL SITE MAP

CONE DATA			
NO.	TYPE	SIZE	DEPTH
1	1"	1/2"	10"
2	1"	1/2"	10"
3	1"	1/2"	10"
4	1"	1/2"	10"
5	1"	1/2"	10"
6	1"	1/2"	10"
7	1"	1/2"	10"
8	1"	1/2"	10"
9	1"	1/2"	10"
10	1"	1/2"	10"

APPROVED AS SHOWN ON THIS PLAN BY THE BOARD OF HEALTH  
 COUNTY OF SAN DIEGO, CALIFORNIA  
 MAY 19, 1930

APPROVED AS SHOWN ON THIS PLAN BY THE BOARD OF HEALTH  
 COUNTY OF SAN DIEGO, CALIFORNIA  
 MAY 19, 1930

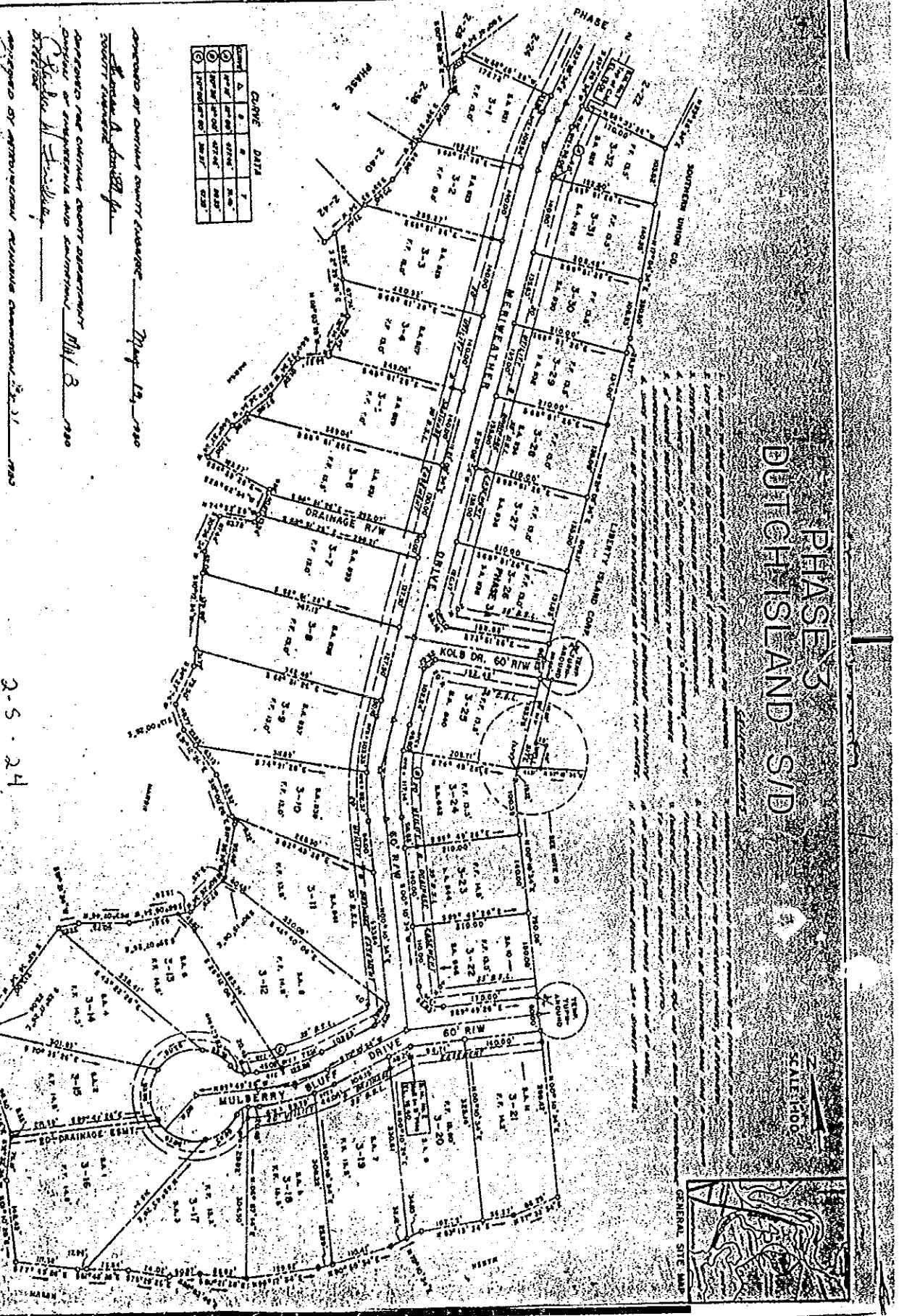
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 MAY 19, 1930

APPROVED AS SHOWN ON THIS PLAN BY THE BOARD OF HEALTH  
 COUNTY OF SAN DIEGO, CALIFORNIA  
 MAY 19, 1930

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APPROVED AS SHOWN ON THIS PLAN BY THE BOARD OF HEALTH  
 COUNTY OF SAN DIEGO, CALIFORNIA  
 MAY 19, 1930



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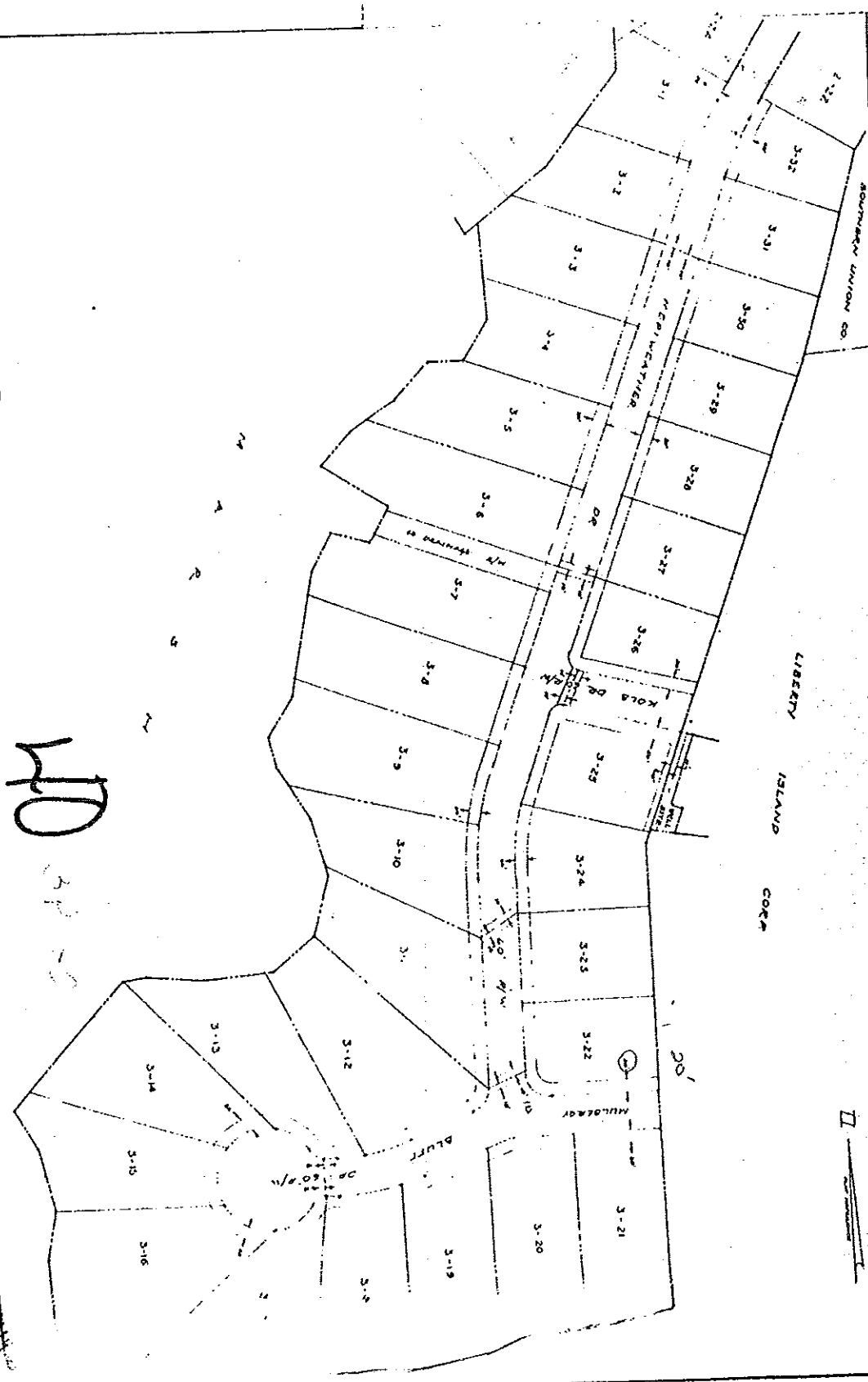
*Paul Anderson*  
[Signature]

[List of names and addresses]

LEGISLATIVE SERVICE  
[Text]

SAVANNAH  
[Text]

WFO





STATE OF GEORGIA )  
COUNTY OF CHATHAM )

For Record see 134-Z-843 (h.u)  
For Amend 157P627-4 3-32

DECLARATIONS OF RESTRICTIONS, CONDITIONS,  
LIMITATIONS, RESERVATIONS, EASEMENTS,  
RIGHTS, PRIVILEGES, ETC.

5

Applicable to DUTCH ISLAND DEVELOPMENT, including at this time properties located on DUTCH ISLAND, Phase Three, approved subdivision, subject to Chatham County, Georgia, zoning ordinances, this plat of DUTCH ISLAND, Phase Three, was made by Bahr, Wilson and Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24.

W I T N E S S E T H:

DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, SALT MARSH CO., and ATLANTIC INSURANCE & INVESTMENT COMPANY, all Georgia corporations (hereinafter called the COMPANIES), hereby declare that they have imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND, Phase Three, Chatham County, Georgia.

I.

GENERAL APPLICATION OF DECLARATION

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various lots, areas and streets (shown on the plat of DUTCH ISLAND, Phase Three, as hereinafter set out), but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by one or more of the COMPANIES. Such restrictions, conditions, limitations, easements, rights, privileges, and

For Amend see 134-Z-843  
For ACMT see 157P627-4  
702  
702  
702

reservations shall apply just as if they were fully set out in each conveyance from any of the COMPANIES hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the COMPANIES agree and bind themselves to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on that plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets shown on the recorded plat of Phase Three, DUTCH ISLAND. These restrictions do not apply to the use of areas now designated or designated at some future date by the COMPANIES, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates, and recreational areas, and the COMPANIES expressly reserve unto themselves the right to designate any lot or area for the aforesaid purpose.

## II.

### RESERVATIONS

1. The COMPANIES reserve the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by them, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.
2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by one or more of the COMPANIES from time to time. This provision is not to be construed as an obligation on the part of the COMPANIES to designate

and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and areas, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the COMPANIES to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

## IV.

USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES. All lots in DUTCH ISLAND, Phase Three, shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without permission of one or more of the COMPANIES. Any residence erected on any building

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site in the attached plats shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES. All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of DUTCH ISLAND, Phase Three, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

3. DUAL FACING OF RESIDENCE. All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS. No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the COMPANIES.

5. SEWERAGE DISPOSAL. No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the COMPANIES to install or maintain a sewerage system; however, it is contemplated that when a sufficient number of houses are constructed, such a system will be installed.

What will constitute a sufficient number of houses shall be determined by the COMPANIES.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS. No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls,

roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE. No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence and 1,400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES. No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

9. ARTESIAN WELLS. No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING. The owner of each lot, or

area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT. If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT. A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the COMPANIES; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance for the COMPANIES specifically so provides.

b. The COMPANIES will not and do no warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c. In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the COMPANIES. Unless otherwise agreed with the COMPANIES in writing, the owner of each lot or area abutting on any lake or

pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The COMPANIES reserve the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the COMPANIES.

b. No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the COMPANIES.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the COMPANIES.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the COMPANIES.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the COMPANIES.

f. The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the COMPANIES.

15. SPECIFIC PROHIBITION. No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to



remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS. No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the COMPANIES, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS, AND PIERS. Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the COMPANIES and must be approved by the COMPANIES in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

V.

NUISANCES

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the COMPANIES in their sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the COMPANIES.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during

construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the COMPANIES, nor shall any occupation of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The COMPANIES shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the COMPANIES; and the COMPANIES may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The COMPANIES reserve the right to care for vacant and unimproved and unkept lots and areas in said DUTCH ISLAND DEVELOPMENT, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the COMPANIES, to maintain the property neatly and in good order and the cost of such maintenance

will be charged against the owner of said lot, or areas. This reservation shall not constitute an obligation on the part of the COMPANIES to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the COMPANIES.

VI.

DUTCH ISLAND RESIDENT'S ASSOCIATION, INC.

1. PURPOSES. The Companies have caused a non-profit corporation to be organized known as the Dutch Island Residents Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2. Voting Rights. The Association shall have two classes of voting members:

CLASS A: Class A members shall be all those owners as defined in Paragraph 2.1., with the exception of the Companies. Class A members shall be entitled to one vote for each lot or

living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

CLASS B: Class B members shall be the Companies.

Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of Dutch Island which have not been subdivided shall be treated as 500 lots for purposes of membership by the Companies until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. If the remainder of Dutch Island is subdivided in phases, then the 500 lots shall be reduced by the number of lots sold by the Companies in each phase, a plat of which is placed on record; however, the Companies will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which they no longer own.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

### 3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1. Creation of the Lien and Personal Obligation of Assessments. The Companies, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether

or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the Companies may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the Dutch Island Development and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this set-off the valuation placed on the causeway to Gnann Hammock and Dutch Island is set at 1.5 million dollars; any and all other expenditures by the Companies for any purpose, whether paving, sewage, water systems, or beautification, shall be recorded in the books of the Companies and from time to time added to the valuation placed on the causeway for purposes of the set-off. The Companies are not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000.00 for purposes of this set-off.

All assessments must be levied uniformly against members of the Association.

3.2. Purpose of Assessments.

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3.2.1. Annual General Purpose Assessments. The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Dutch Island Development and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2., and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the Companies to establish any common properties.

3.2.2. Annual Special Purpose Assessments. No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abutt upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the

Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3. Special Assessments for Capital Improvements.

In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the Companies including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B Members and Class A Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3. Basis and Maximum of Annual General and Special Purpose Assessments.

3.3.1. Annual General Purpose Assessments. The annual general purpose assessment shall be \$250.00 per lot or living unit. From and after January 1, 1976, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years.

3.3.2. Annual Special Purpose Assessments. The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected

estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B Membership.

3.4. Change in Basis and Maximum of Annual General Purpose of Assessments. From and after January 1, 1976, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change shall have the assent of a majority of the vote of Class B Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessments undertaken as a incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5. Quorum for any Action. The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of Class A Members and 50% of Class B Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject the notice requirement set forth herein and the required quorum at any subsequent meeting



shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6. Date of Commencement of Annual Assessments; Due Dates.

The annual general purpose and annual special purpose assessment provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1973. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added the properties now subject to assessment at a time other than the beginning of an assessment period.

3.7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$15.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

3.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter

placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- (b) All properties which are or which become common properties. Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## VII.

### WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service, when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as the owner shall elect to have water service, if provided, connected, he shall pay a separate connection or tap-in charge of Two Hundred Fifty (\$250.00) Dollars for each such service as established by the serving utility. Thereafter he shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the serving utility, which consumption, usage, and availability charges may be billed

monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, when and if provided, from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION. When and if a sewage system is installed by the Companies, all persons who shall subsequently become owners of a lot or living unit shall be required to utilize such system. Garbage disposal and garbage collection service shall be in accordance with the provisions made therefore by the Companies, when and if such provision is made.

#### VIII.

##### GENERAL PROVISIONS

1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the Association or the Companies, Their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the

proposed agreement is sent to every owner at least ninety days in advance of any action taken.

2. NOTICES. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the record of the Association at the time of mailing.

3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or the Companies to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION. By recorded supplemental declaration, the Companies may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The Companies shall make the sole determination of what constitutes a change in the general purposes of these instruments.

5. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

6. Nothing contained herein shall be construed as limiting the flexibility of the Companies in developing or selling

any of their properties upon such terms and conditions and in such a way as they, in their sole descretion, deem desirable.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies with corporate seals affixed the 11th day of June, 1980.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

DUTCH ISLAND CORPORATION

Alan H. Connor  
WITNESS

BY: Fred W. Marsh  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM CO., GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

(CORPORATE SEAL)  
ATTEST: C. S. Supt  
SECRETARY

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

LIBERTY ISLAND CORPORATION

Alan H. Connor  
WITNESS

BY: Fred W. Marsh  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM CO., GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

(CORPORATE SEAL)  
ATTEST: C. S. Supt  
SECRETARY

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SALT MARSH COMPANY

Alan H. Connor  
WITNESS

BY: Fred W. Marsh  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM CO., GA.  
PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981

(CORPORATE SEAL)  
ATTEST: C. S. Supt  
SECRETARY

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ATLANTIC INSURANCE & INVESTMENT  
COMPANY

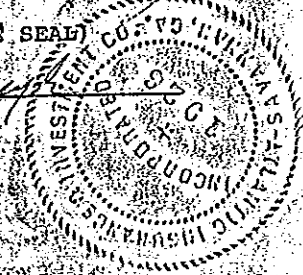
Ann G. Connor  
WITNESS

BY: Fred Marshall  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM CO., GA.

(CORPORATE SEAL)  
ATTEST: C. S. Smith  
SECRETARY

PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

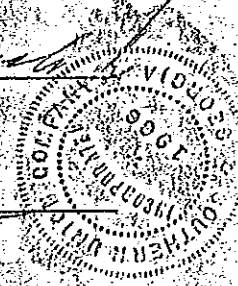
Ann G. Connor  
WITNESS

BY: Fred Marshall  
PRESIDENT

Pat Brown  
NOTARY PUBLIC, CHATHAM CO., GA.

(CORPORATE SEAL)  
ATTEST: C. S. Smith  
SECRETARY

PAT BROWN  
Notary Public, Chatham County, Ga.  
My Commission Expires June 14, 1981



Filed For Record At 2:28 O'Clock P M. On The  
12 Day Of June 1980  
Recorded In Record Book 114-X Folio 5  
On The 12 Day Of June 1980

CLERK SUPERIOR COURT, CHATHAM CO., GA.

For Record see 134-2-843 (hVI)

RECEIVED  
FOR RECORD  
DEC 30 9 19 1985  
DOUGLAS W. WESSLES  
CLERK S.C.C.C.G.A.

202

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC., DATED JUNE 11, 1980 RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 114-X, FOLIO 5

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS made this 27 day of December, 1985, by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE & INVESTMENT COMPANY hereinafter collectively referred to as the "Companies", AND CHARLES H. WESSELS AND FREDERICK WESSELS, III, being the last surviving former Directors of Salt Marsh Company, a dissolved Corporation of the State of Georgia, as Trustess of Salt Marsh Company.

WHEREAS, the Companies have heretofore executed Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, etc. dated June 11, 1980 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 114-X, Folio 5, hereinafter referred to as Restrictive Covenants; and,

WHEREAS, the Companies desire to amend these Restrictive Covenants.

NOW THEREFORE, for and in consideration of the premises contained herein the Companies do hereby amend the Restrictive Covenants as follows:

1. By adding the names "Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns" after the name Liberty Island Corporation each and every place the name Liberty Island Corporation appears in said Restrictive Covenants so that Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII shall be deemed to be included in the term "Companies" as it is used in said Restrictive Covenants.

2. The term "Companies" as used in the Restrictive Covenants shall mean any of the following corporations and their successors and assigns as developers of the Dutch Island Development: Southern Union Company or Liberty Island Corporation or Dutch Island Corporation or Atlantic Insurance & Investment Company or Atlantic Investors Development Corp., Atlantic Investors, Ltd. - Series VII, Charles H. Wessels and

Filed For Record At 2:57 P.M. On The 30 Day Of Dec 19 1985  
Recorded In Record Book 134-2-843 Folio 202  
On The 30 Day Of Dec 19 1985  
CLERK SUPERIOR COURT CHATHAM CO. GA.



Frederick Wessels, III, their successors and assigns. Any of the powers, privileges, approvals, rights or reservations (including voting rights) of the Companies contained in the Restrictive Covenants may be exercised by any one of the corporations included in the term Companies.

3. Dutch Island Corporation, Southern Union Company and Liberty Island Corporation, Atlantic Insurance & Investment Company, Charles H. Wessels and Frederick Wessels, III hereby appoint Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns as their successor and designated assigns as the terms are used in the Restrictive Covenants and assigns to them the rights, (including voting rights), privileges, powers, approvals and reservations of the Companies as set forth in the Restrictive Covenants. Dutch Island Corporation, Southern Union Company and Liberty Island Corporation, Atlantic Insurance & Investment Company, Charles H. Wessels and Frederick Wessels, III, hereby irrevocably appoint and constitute Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns and each of them their true and lawful attorney in fact in their name, place and stead to exercise any right, privilege, power, approval and reservation, of any kind and nature granted or reserved to any of the Companies under the Restrictive Covenants including, but not limited to, the right to amend the Restrictive Covenants. Atlantic Investors Development Corp. and Atlantic Investors, Ltd. - Series VII, their successors and assigns may exercise this power itself or grant Power of Attorney to another to so act. The Power of Attorney granted herein is a special Power of Attorney coupled with an interest, is irrevocable and shall survive the dissolution of the corporation. Corporations and Limited Partnerships may exercise the power and act through any of its corporate officers and General Partners, respectively. Upon request by Atlantic Investors Development Corp. or Atlantic Investors, Ltd. - Series VII, their successors and assigns, the Companies agree to execute any separate Power of Attorney that may be necessary or proper to permit the above listed power to be exercised.

IN WITNESS WHEREOF, the undersigned DUTCH ISLAND CORPORATION,

SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE & INVESTMENT COMPANY, CHARLES H. WESSELS and FREDERICK WESSELS, III, have caused this instrument to be executed by their duly authorized officers, and their corporate seals to be affixed under proper authority of their Board of Directors, on this 27<sup>th</sup> day of December, 1985.

DUTCH ISLAND CORPORATION

By: [Signature]  
Title: President

Attest: [Signature]  
Title: \_\_\_\_\_



As to Dutch Island Corporation executed in the presence of:

[Signature]  
[Signature]  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

SOUTHERN UNION COMPANY

By: [Signature]  
Title: President

Attest: [Signature]  
Title: Secy



As to Southern Union Company executed in the presence of:

[Signature]  
[Signature]  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

LIBERTY ISLAND CORPORATION

By: [Signature]

Title: President

Attest: [Signature]

Title: Sec

As to Liberty Island Corporation,  
executed in the presence of:

[Signature]

Carla F. Chambliss  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

ATLANTIC INSURANCE & INVESTMENT  
COMPANY

By: [Signature]

Title: President

Attest: [Signature]

Title: Sec

As to Atlantic Insurance & Investment  
Company, executed in the presence of:

[Signature]

Carla F. Chambliss  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

[Signature]  
CHARLES H. WESSELS, As Trustee

As to Charles H. Wessels,  
executed in the presence of:

[Signature]

Carla F. Chambliss  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

206

*Frederick Wessels, III*  
FREDERICK WESSELS, III, As Trustee

As to Frederick Wessels, III,  
executed in the presence of:

*William H. Skarras*

*Janet J. Chambliss*  
Notary Public, Chatham County, GA  
Commission Expires: 9-22-87  
(Seal)  
Date signed by Notary: 12/27/85.

- 5 -

DUTCH ISLAND DISK #3  
AMEND.11 AMEND.15

AMENDMENT OF PROTECTIVE COVENANTS AND WAIVER OF BUILDING SETBACK LINE

627

Whereas the undersigned are the successors in interest to all parties designated as the "developers", the "owners", and the "companies", with singular being designated the same as plural, and are the successors in interest to any other parties or entities having architectural control or discretion or right to amend or waive any or all protective covenants, particularly building setback lines, of record in the Superior Court Clerks Office for Savannah, Georgia, covering or controlling use of the following described real property, including but not limited to those covenants recorded in Deed Books and Pages 99-D,857; 100-W,359;110-L,199;114-X,5;129-198;134-K,562, and 134-Z,843, with said real property being designated as being in Chatham County, Georgia, and being :

Lot 3-32, Dutch Island Subdivision, Phase III, as the same appears of record in Subdivision Map Book 2-S, Page 24, Superior Court Clerks Office for Chatham County, Georgia,

And whereas said covenants provide for a twenty (20) foot setback line for buildings from the side boundaries of all lots, and whereas James W. Roberds and Deborah B. Robers are the owners of said Lot 3-32 and have submitted a plan for construction of improvements which would encroach approximately five (5) feet over the setback line along the southwest boundary of said lot, and whereas it is the intent and desire of the undersigned to allow the proposed construction to overlap said previously declared setback line,

Therefore it is hereby declared that any and all protective covenants are hereby amended to waive the twenty foot building setback line along the southwest boundary of said lot, in favor of James W. Roberds and Deborah B. Roberds, their successors and assigns, but only to the extent needed to allow the present proposed improvements, with all others restrictions remaining in full force and effect.

Witness our hands this 14<sup>th</sup> day of DECEMBER, 1992

*Michael W. Suggs*  
Witness

Atlantic Investors  
Development Company

By: *[Signature]*  
President

*Robin Ferreira*  
Notary public

Atlantic Investors Ltd -  
Series VII

ROBIN FERREIRA  
Notary Public, Chatham County, GA.  
My Commission Expires Jan. 30, 1995

RECEIVED FOR RECORD  
1992 DEC 17 AM 9:32  
DORIS W. WHEAT  
CLERK, S.C.C.O.G.A.

Filed For Record At 9:32 O'Clock A M. On The 17 Day Of Dec 1992  
Recorded in Return 157- P. 1010 (27)  
On The 17 of Dec 1992

By: *[Signature]*  
General Partner

Dutch Island Associates  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

By: *[Signature]*  
General Partner

157169A01 12/17/92TOTAL

5.00

Phase 4-A  
Dutch Island

## Phase 4-A

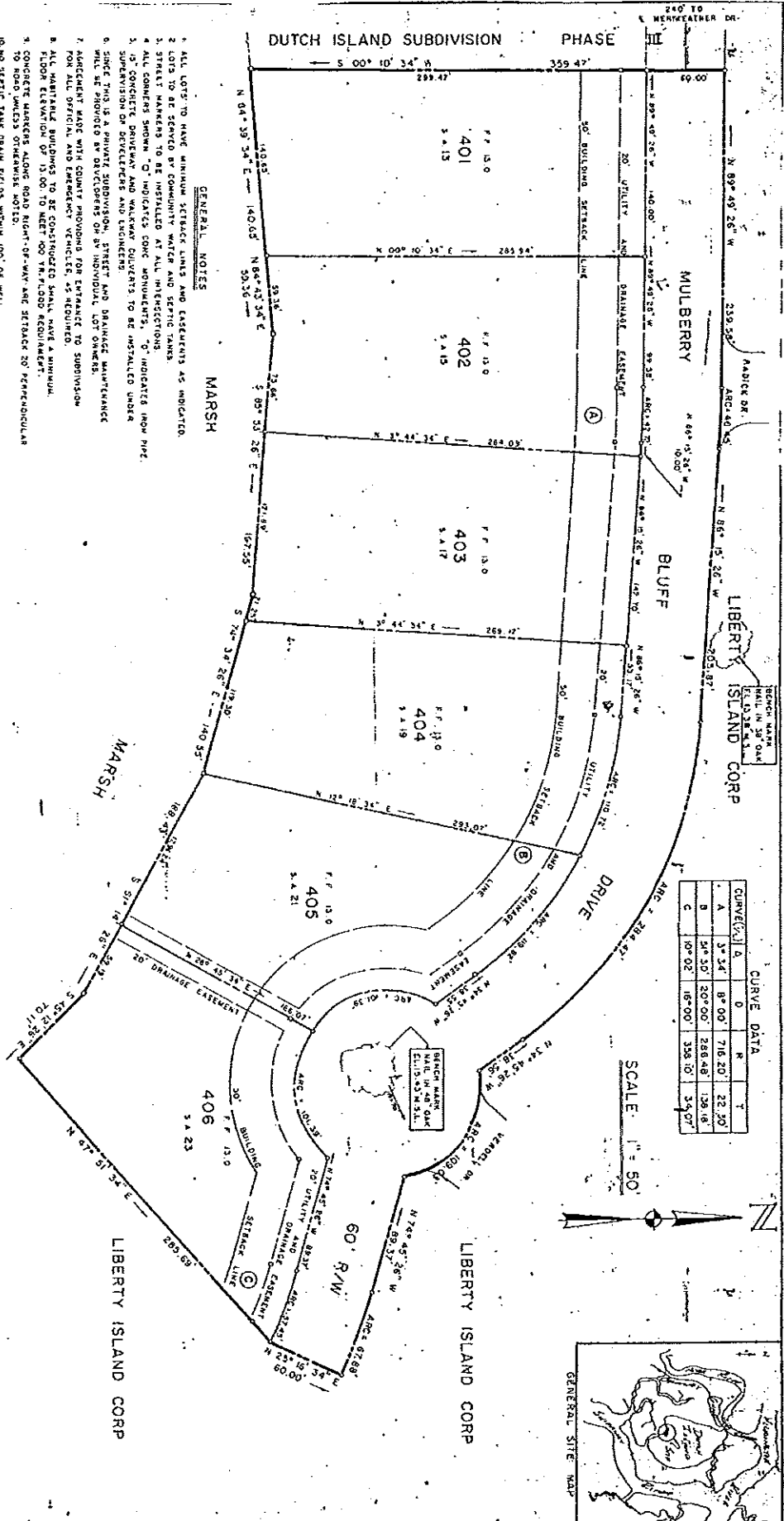
### *Declarations*

1. Subject to 117-X, 452.
  - a. Amends Article VII of 99-D, 857.
2. Subject to 99-D, 857 by incorporation by reference in 117-X, 452. [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5 by incorporation by reference in 117-X, 452. [114-X, 5 was originally filed for Phase 3]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

DUTCH ISLAND SUBDIVISION PHASE



GENERAL NOTES

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS AS INDICATED.
2. LOTS TO BE SAVED BY COMMUNITY DEVELOPMENT.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. ALL CONCRETE SHOWN "C" INDICATES SOME MONUMENTS "M" INDICATES IRON PIPES.
5. "S" CONCRETE DRIVEWAY AND WALKWAY CONCRETS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS AND ENGINEERS.
6. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS.
7. AGREEMENT MADE WITH COUNTY PROVIDING FOR EXPANSION TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES AS REQUIRED.
8. ALL MARSHLAND BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION OF 15.00 TO MEET 100 YEAR FLOOD REQUIREMENT.
9. CONCRETE EASEMENTS ALONG ROAD RIGHT-OF-WAY ARE SETBACK SO PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
10. NO SEPTIC TANK DRAIN FIELDS WITHIN 100' OF WELL.
11. "F.F." FINISH FLOOR ELEVATION. "S.A." STREET ADDRESSES.

APPROVED BY CHATHAM COUNTY ENGINEER James B. [Signature] 1982  
 COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT  
 DIVISION OF ENGINEERING AND SANITARY July 29, 1981  
 DIRECTOR [Signature]

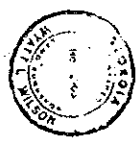
APPROVED BY METROPOLITAN PLANNING COMMISSION June 1, 1981  
 SECRETARY [Signature]

APPROVED IN OPEN COURT THIS 8th DAY OF January 1982  
 CHAIRMAN COUNTY COMMISSION [Signature]  
 ATTORNEY [Signature] CLERK [Signature]

DUTCH ISLAND S/D  
 PHASE 4A

S.M.B.

PAGE



[Signature]  
 8-5-107

AREA: 7,139.4 AC.  
 ERROR OF CLOSURE: 1/20,000  
 SOUTHERN UNION CO. AND  
 LIBERTY ISLAND CORP. - DEVELOPER  
 17 WEST WASHINGTON STREET  
 ATLANTA, GA - PRESIDENT  
 C. [Signature] - PRESIDENT  
 BARR, WILSON & ASSOCIATES  
 CONSULTING ENGINEERS 3-18-81



STATE OF GEORGIA )  
COUNTY OF CHATHAM )

PH 4-A  
117X/452

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 12<sup>th</sup> day of JAN 1982, 1982, by ATLANTIC INSURANCE AND INVESTMENT COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY); and

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-A, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 107; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-A, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 2-S, Folio 107, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia,

which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of ATLANTIC INSURANCE AND INVESTMENT COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ATLANTIC INSURANCE AND  
INVESTMENT COMPANY

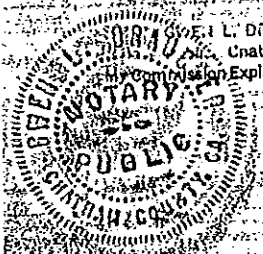
Walter Meeks  
WITNESS

BY: C. E. Smith  
Vice PRESIDENT

(CORPORATE SEAL)

E. L. Draucker  
NOTARY PUBLIC, CHATHAM COUNTY,  
GEORGIA

ATTEST: Annabel Sellers  
SECRETARY



Filed For Record At 12:18 O'Clock P. M. On The  
13 Day Of Jan 19 82  
Recorded In Record Book 117-X Folio  
On The 13 Day Of Jan 19 82

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Phase 4-B  
Dutch Island

## Phase 4-B

### *Declarations*

4. Subject to 117-X, 450.
  - a. Amends Article VII of 99-D, 857.
5. Subject to 99-D, 857 by incorporation by reference in 117-X, 450. [99-D, 857 originally filed for Grimball Point]
6. Subject to 114-X, 5 by incorporation by reference in 117-X, 450. [114-X, 5 was originally filed for Phase 3]
7. Lot 416 of Phase 4-B were subject to those additional decs at 185, 237, terminated at 312-L, 436.

### *Points*

10. 99-D: All erection of buildings must first be approved by Companies
11. 99-D: Does not provide for creation of HOA
12. 99-D: Enforcement undertaken by Companies
13. 99-D: Amendment to Decs can be made unilaterally by Companies
14. 114-X: use restrictions
15. 114-X: architectural approval
16. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
17. 114-X: Voting
  - a. Two classes, A & B.
18. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

APPROVED BY CHATHAM COUNTY ENGINEER James B. ... 1982  
 COUNTY ENGINEER

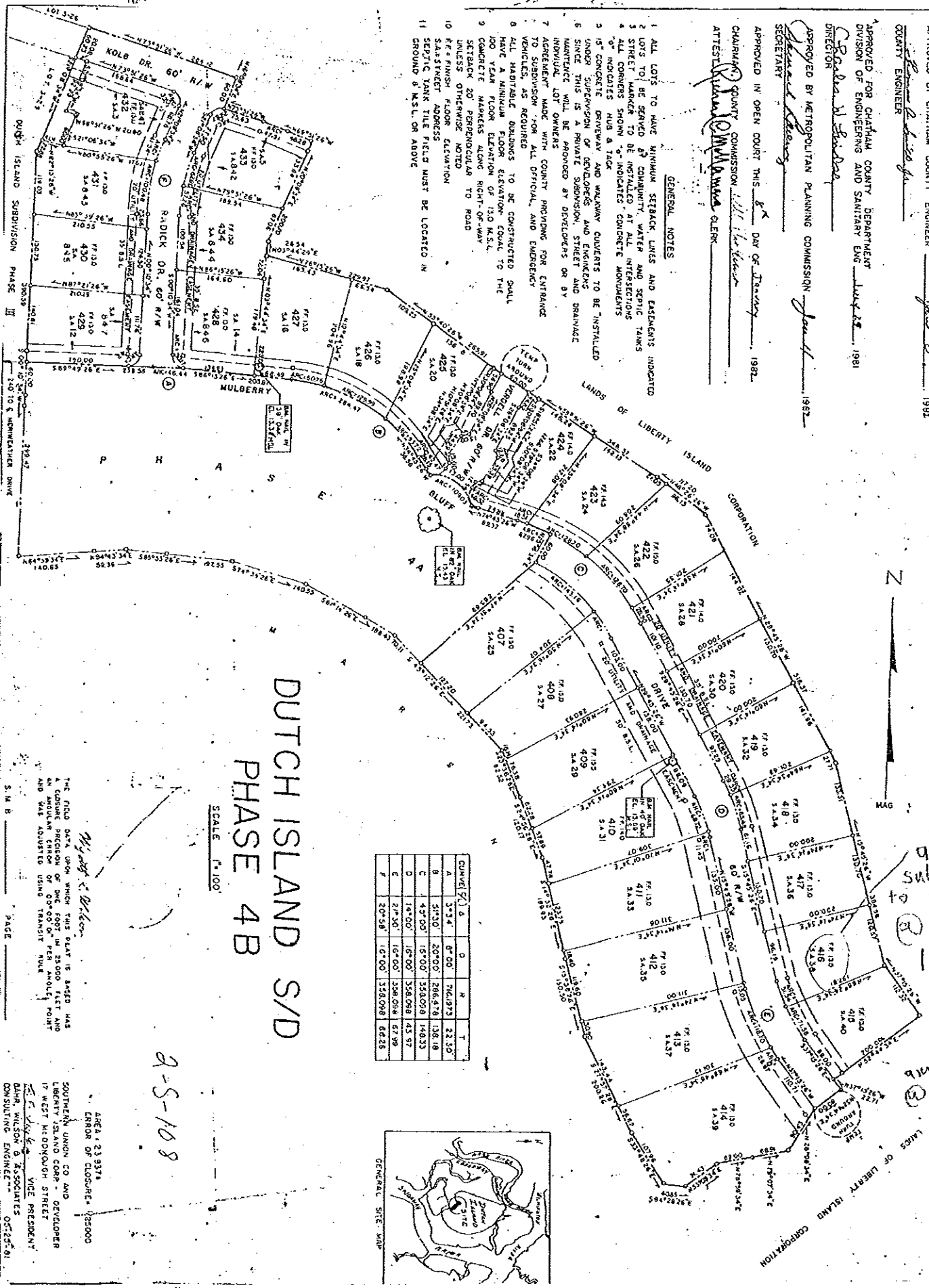
APPROVED FOR CHATHAM COUNTY DEPARTMENT  
 DIVISION OF ENGINEERING AND SANITARY ENG. July 28, 1981  
 DIRECTOR Robert H. ...

APPROVED BY METROPOLITAN PLANNING COMMISSION Jan 1, 1982  
 SECRETARY ...

APPROVED IN OPEN COURT THIS 8<sup>th</sup> DAY OF January, 1982.  
 CHATHAM COUNTY COMMISSION ...  
 ATTEST ... CLERK

GENERAL NOTES

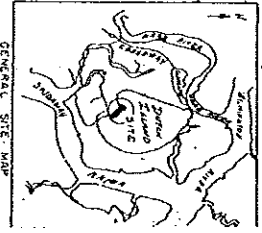
1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEWIC TANKS
3. STREET MARKER TO BE INSTALLED AT ALL INTERSECTIONS
4. ALL CORNERS SHOWN "C" INDICATES CONCRETE MONUMENTS
5. "C" INDICATES HUB & TACK
6. UNDER SUPERVISION OF DEVELOPERS AND ENGINEERS
7. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS
8. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUPERVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES AS REQUIRED
9. ALL HABITABLE BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION OF 130 M.S.L.
10. COULD LAY FLOOR ELEVATION OF 130 M.S.L.
11. SETBACK 20 PERPENDICULAR TO ROAD
12. UNLESS OTHERWISE NOTED
13. R.F. FINISH FLOOR ELEVATION
14. 34.5 STREET ADDRESS FIELD MUST BE LOCATED IN GROUND & M.S.L. OR ABOVE



DUTCH ISLAND S/D  
 PHASE 4B

SCALE 1"=100'

CURVED S/D	A	B	C	D	E	F
1	373.4	07.00	716.973	22.50		
2	513.0	20.00	286.578	128.18		
3	457.00	15.00	338.098	148.23		
4	14.00	15.00	328.098	43.97		
5	212.50	107.00	328.098	67.98		
6	20.08	107.00	338.098	68.25		



THE FIELD DATA UPON WHICH THIS PLAN IS BASED WAS  
 A COMPLETE REVISION OF THE 1977, 1978, 1979, 1980, 1981, AND  
 AND WAS ADJUSTED USING TRANSIT POINT

AREA: 23.9371  
 ERROR OF CLOSURE: 1/25000  
 SOUTHERN UNION CO AND  
 LIBERTY ISLAND CORP - DEVELOPER  
 17 WEST HEDENBUSH STREET  
 BARR, WILSON & ASSOCIATES  
 CIVIL ENGINEERS  
 05-25-81

also subject  
 to Dec  
 185-23  
 amende  
 @ 312  
 436

2-5-108

Phase 4-B

117 X/450

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 12<sup>th</sup> day of JAN., 1982, 1982, by ATLANTIC INSURANCE AND INVESTMENT COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY); and

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-B, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 108; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-B, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 2-S, Folio 108, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia,

which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of ATLANTIC INSURANCE AND INVESTMENT COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
WITNESS

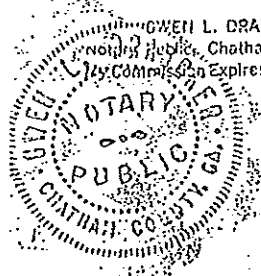
ATLANTIC INSURANCE AND  
INVESTMENT COMPANY

BY: [Signature]  
VICE PRESIDENT

(CORPORATE SEAL)

[Signature]  
NOTARY PUBLIC, CHATHAM COUNTY,  
G E O R G I A

ATTEST [Signature]  
SECRETARY



For Record At 12:15 O'Clock P M. On The  
13 Day Of Jan 19 82  
Recorded in Record Book: 117-X Folio 450  
On The 13 Day Of Jan 19 82

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Return To:  
Eugene Cracken  
Attorney at Law  
223 West York Street  
Savannah, Georgia 31401

FILED FOR [REDACTED] RD  
REC. BK. [REDACTED] - I - 185  
PG. 237

97 MAY -7 PM 4:31

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

DECLARATION OF COVENANTS AND RESTRICTIONS

SUSAN D. PROUSE  
CLERK, S.C.C.C. GA.

237

DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made this 2nd day of MAY, 1997, by and between BARRY M. SHEEHY and CHRISTINE SHEEHY ("owners") and DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. ("Association"), a Georgia Corporation.

12.00

WHEREAS, the owners are vested with title to Lot 416, Dutch Island Subdivision, Phase 4-B, Chatham County, Georgia by virtue of a warranty deed to them from John T. Pickett and Janice H. Pickett dated August 7, 1991 recorded in Deed Book 150-M, page 329 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia and;

6248954001 05/07/97TOTAL

WHEREAS, the owners are vested with title to Lot 12-34, Dutch Island Subdivision, Phase 12-B, Chatham County, Georgia by virtue of a warranty deed to them from Dutch Island L.L.C. dated March 1, 1996, recorded in Deed Book 177-L, page 719 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia and;

WHEREAS, the owners and Association desire to establish covenants and restrictions applicable to the above referenced Lot 416 and Lot 12-34 ("subject lots") in supplement to other covenants and restrictions applicable to those lots of record.

WITNESSETH

1. ASSESSMENTS. Assessments due and payable to the Association shall be paid only for the ownership of one lot beginning January 1, 1997. The assessment for Lot 12-34 for 1996 shall be paid a prorated amount of \$604.17 to the Association.

2. USES. Said two (2) lots are hereby combined to be one (1) lot to be owned and used jointly by a single family. Said lot 12-34, Phase 12-B, or any building or structure thereon, shall not be leased or rented by the owners, (or either of them) or by their heirs, executors, administrators, successors or assigns. The current dwelling or structure being erected on said Lot 12-34, Phase 12-B must be approved by the Architectural Review Committee of the Association. Vehicle access to both lots shall only be obtained from Mulberry Drive. All structures and other uses of these lots shall be subject to the covenants, restrictions and easements of record applicable to these lots and the approvals necessary for the design, construction and placement of improvements.

3. RESUBDIVISION. There shall be no resubdivision or recombination or other changes in the parameters of the subject lots by the owners, their heirs, executors, administrators, successors or assigns. Henceforth subject lots may not be separately sold, gifted, mortgaged, leased, optioned, or otherwise disposed of.



4. DURATION. These covenants are deemed covenants running with the land and shall be binding on the owners, their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, these covenants and restrictions have been executed under seal by the duly authorized officers of the Association and the owners have set their hands and seals effective as of the date first above written.

DUTCH ISLAND HOMEOWNERS ASSOCIATION

By: Sandra L. Blaine  
President Title

Attest: Rosella Jacobson  
Secretary Title

Signed, sealed and delivered in the presence of:

Margaret W. Hendrix  
Unofficial Witness

Eugene McCracken

Notary Public  
Chatham County, Georgia

EUGENE McCracken  
Notary Public, Chatham County, Georgia  
My Commission Expires September 26, 1997

Barry M. Sheehy (L.S.)  
BARRY M. SHEEHY

Christine Sheehy (L.S.)  
CHRISTINE SHEEHY

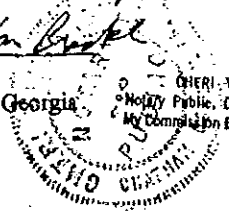
Signed, sealed and delivered in the presence of:

Matthew E. Harris  
Unofficial Witness

Cheri Van Brackle

Notary Public  
Chatham County, Georgia

CHERI VANBRACKLE  
Notary Public, Chatham County, Ga.  
My Commission Expires May 13, 1998



STATE OF GEORGIA )  
COUNTY OF CHATHAM )

**AMENDED DECLARATION OF COVENANTS  
AND RESTRICTIONS**

This AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made this 28<sup>th</sup> day of March 2006, by and between BARRY M. SHEEHY and CHRISTINE SHEEHY ("owners") and DUTCH ISLAND HOMEOWNERS ASSOCIATION ("Association"), a Georgia Corporation.

WHEREAS, the owners are vested with title to Lot 416, Dutch Island Subdivision, Phase 4-B, Chatham County, Georgia by virtue of a warranty deed to them from John T. Pickett and Janice H. Pickett dated August 7, 1991 recorded in Deed Book 150-M, page 329 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia; and

WHEREAS, the owners are vested with title to Lot 12-34, Dutch Island Subdivision, Phase 12-B, Chatham County, Georgia by virtue of a warranty deed to them from Dutch Island, L.L.C. dated March 1, 1996, recorded in Deed Book 177-L, page 719 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia; and

WHEREAS, the owners and Association established certain covenants and restrictions applicable to the above referenced Lot 416 and Lot 12-34 ("subject lots") in supplement to other covenants and restrictions applicable to those lots of record and recorded the same on May 7, 1997 in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia;

WHEREAS, the owners and Association are desirous of amending the same to allow for the dissolution or termination of the above referenced covenants and restrictions applicable to the above referenced subject lots under certain terms and conditions:

**WITNESSETH**

1. **TERMINATION:** Those certain restrictions and covenants entered into by the owners and Association as recorded in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia, are hereby terminated and are no longer effective to restrict or encumber the subject lots; provided, however, that all other restrictions and covenants and amendments thereto, recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia effecting subject lots, including but not limited to those recorded in Deed Record Book 99-D, Page 857, 114-X, Page 5 and 173-H, Page 649, shall remain in full force and effect it being the intent of this Amended Declaration of Covenants and Restrictions to only terminate those restrictions and covenants recorded in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia

2. **ASSESSMENTS:** Owners will pay a sum of \$ 3,000.00 to the Association to reimburse the Association for those Assessments through the 2006 which were excused by the aforesaid

312 L  
DUUN  
436  
PAGE

Covenants recorded in Deed Record Book 185-I, Page 237 and owners, their heirs, executors, administrators, successors or assigns shall henceforth pay Association Assessments on both said lots. IN WITNESS WHEREOF, these covenants and restrictions have been executed under seal by the duly authorized officers of the Association and the owners who have set their hands and seal effective as of the date first above written.

DUUN  
PAGE  
312 L  
437

DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

By: *[Signature]*  
President Title

Attest: *[Signature]*  
Secretary Title

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public  
Chatham County, GA  
BARBARA DAGGETT  
My Commission Expires  
November 11th, 2008

*[Signature]*  
Barry M. Sheehy  
*[Signature]*  
Christine Sheehy

Signed, seals and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public  
Chatham County, GA



Phase 4-C  
Dutch Island

## Phase 4-C

### *Declarations*

1. Subject to 122-P 376.
  - a. Amends Article VII of 99-D, 857
8. Subject to 99-D, 857 by incorporation by reference in 122-P, 376. [99-D, 857 originally filed for Grimball Point]
9. Subject to 114-X, 5 by incorporation by reference in 122-P, 376. [114-X, 5 was originally filed for Phase 3]

### *Points*

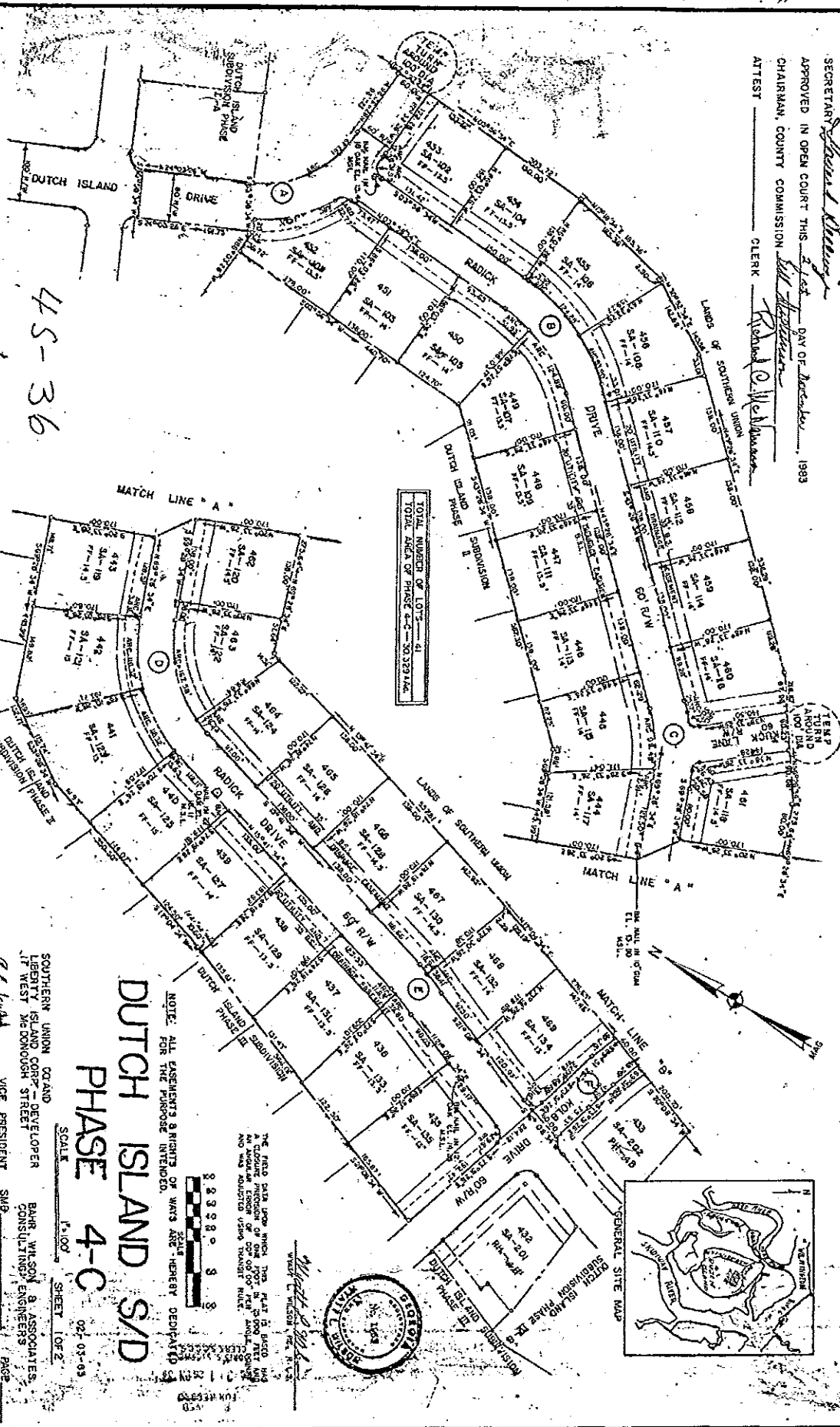
1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

APPROVED BY CHATHAM COUNTY ENGINEER David S. ..., 1983  
 COUNTY ENGINEER ...

\*APPROVED FOR CHATHAM COUNTY HEALTH DEPT.  
 DIV. OF SANITARY ENGINEERING ..., 1983  
 DIRECTOR ...

APPROVED BY METROPOLITAN PLANNING COMMISSION ..., 1983  
 SECRETARY ...  
 APPROVED IN OPEN COURT THIS ... DAY OF ..., 1983  
 CHAIRMAN, COUNTY COMMISSION ...  
 ATTEST ... CLERK

CORNER	A	B	C	D	E	F	G	H	I
1	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
2	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
3	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00
4	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00

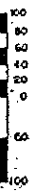


TOTAL NUMBER OF LOTS: 41  
 TOTAL AREA OF PHASE 4-C: 30.2321AC

45-36

**DUTCH ISLAND S/D  
 PHASE 4-C**

NOTE: ALL EASEMENTS & RIGHTS OF WAY ARE HEREBY DECLARED  
 FOR THE PURPOSE INTENDED.



THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS  
 BEEN CHECKED AND FOUND TO BE CORRECT AND ACCURATE  
 AND WAS OBTAINED UNDER TRUST RITE.



**GENERAL NOTES**

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. ALL CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH CONCRETE.
4. ALL CONCRETE DRIVEWAY AND WALKWAY CEMENTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEER.
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND ORANGE MAINTENANCE WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS.
6. ALL OFFICIAL AND EMERGENCY VEHICLES AS REQUIRED.
7. ALL ELEVATION SHALL BE TO THE FINISH FLOOR OF THE MAIN FLOOR.
8. ELEVATION EQUAL TO THE 100 YEAR FLOOD ELEVATION OF 13.4' M.S.L.
9. CONCRETE DRIVEWAYS SHALL BE INSTALLED PARALLEL TO PERPENDICULAR TO THE DRIVEWAY.
10. ALL FINISH FLOOR ELEVATIONS IN STREETS & DRIVEWAYS WILL BE CONSTRUCTED TO MEET CHATHAM COUNTY SPEC. 12. 310 IS WITHIN THE 100 YEAR FLOOD ZONE.

SOUTHERN UNION CO. LAND DEVELOPER  
 DUTCH ISLAND CORP. STREET  
 17 WEST Mc DONOUGH STREET  
 BARR WILSON & ASSOCIATES,  
 CONSULTING ENGINEERS  
 VICE PRESIDENT SM9

APPROVED BY CHATHAM COUNTY ENGINEER *Steve J. ...* 1983  
 COUNTY ENGINEER *Robert A. ...*  
 APPROVED FOR CHATHAM COUNTY HEALTH DEPT.  
 DIV. OF SANITARY ENGINEERING  
 DIRECTOR *David W. ...* 1983  
 APPROVED BY METROPOLITAN PLANNING COMMISSION *Rec 7* 1983  
 SECRETARY *Michael ...*  
 APPROVED IN OPEN COURT THIS 2<sup>nd</sup> DAY OF *December* 1983  
 CHATHAM COUNTY COMMISSION *Bill ...*  
 CHAIRMAN  
 CLERK *Richard ...*  
 ATTEST

GENERAL NOTES

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. AT CONCRETE DRIVEWAY AND WALKWAY CURBSETS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPER'S ENGINEERS.
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OF INDIVIDUAL LOT OWNERS.
6. EASEMENTS MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
7. ALL VEHICULAR BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION EQUAL TO THE 100 YEAR FLOOR ELEVATION OF 13. M.S.L.
8. CONCRETE MARKERS ALONG RIGHT-OF-WAY SETBACK OF PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
9. STREETS & DRAINAGE WILL BE CONSTRUCTED TO MEET CHATHAM COUNTY SPEC. FOR 10 YEAR FLOOD ZONE.

1. CODE
2. BUILDING SETBACK LINE
  3. DRAINAGE & UTILITY EASEMENT
  4. CONCRETE MONUMENT-D STAKE OR IRON PIPE-O
  5. A STREET ADDRESS FT. FINISH FLOOR ELEVATION



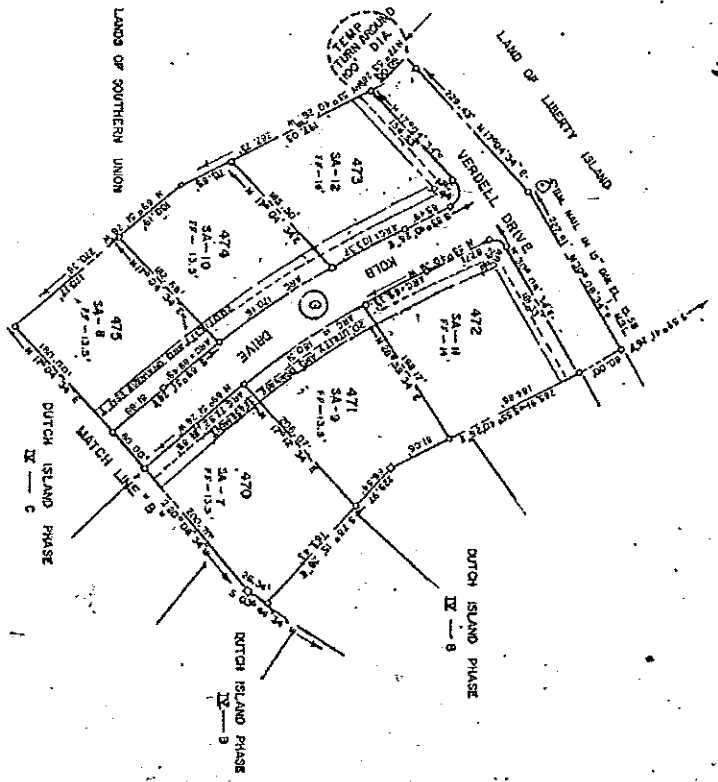
THE FIELD DATE UPON WHICH THIS PLAN IS SIGNED HAS A CLOSING REVISION OF ONE FOOT IN 20,000 FEET AND THE VERTICAL CURVE OR ONE FOOT IN 20,000 FEET AND THE HORIZONTAL CURVE OR ONE FOOT IN 20,000 FEET.

CHURCH	SOLD	D	R	T
A	67'29" 00'	22'00"	304.63	28.59
B	53'29" 00'	20' 00"	258.49	102.88
C	28'00" 00'	20'00"	286.47	83.38
D	53'42" 00'	24'00"	283.73	120.38
E	59'21" 00'	10'00"	572.93	27.27
F	140'00" 00'	08'00"	778.19	24.0108
G	141'11" 00'	04' 00"	442.34	178.2008

TOTAL NUMBER OF LOTS - 41
TOTAL AREA OF PHASE 4-C - 30,323.76



NOTE: ALL EASEMENTS AND RIGHTS OF WAY ARE HEREBY DEDICATED FOR THE PURPOSE INTENDED.



DUTCH ISLAND S/D  
 PHASE 4-C

SOUTHERN UNION CO. AND LIBERTY ISLAND CORP.  
 DEVELOPER  
 WEST McDONOUGH STREET  
 WSA  
 PRESIDENT  
 02-01-83  
 BARR, WILSON & ASSOCIATES  
 CONSULTING ENGINEERS  
 SWS  
 PAGE

45-36

SHEET 2 OF 2

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

DECLARATION OF COVENANTS AND RESTRICTIONS

376

THIS DECLARATION made this 5th day of January, 1984,  
by SOUTHERN UNION COMPANY, a Georgia corporation, (hereinafter  
referred to as the "COMPANY");

WHEREAS, the COMPANY is the owner of certain real  
property known as DUTCH ISLAND SUBDIVISION, PHASE 4-C, which is  
part of the Dutch Island Development, the plat of said subdivision  
being recorded in the Office of the Clerk of the Superior Court  
of Chatham County, Georgia, in Subdivision Map Book 4-S, Folio 36  
and

WHEREAS, the COMPANY desires to provide for the  
preservation of the values and to provide amenities in said  
development and wishes to insure a pleasant environment for gracious  
living which shall include ecological harmony and recreational  
opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION,  
PHASE 4-C, a part of Dutch Island Development as shown on a map  
of said subdivision recorded in Subdivision Map Book 4-S, Folio  
36, in the Office of the Clerk of the Superior Court of Chatham  
County, Georgia, shall be subject to the restrictions, conditions,  
easements, rights and privileges declared by Dutch Island  
Corporation, Southern Union Company and Liberty Island Corporation  
to be applicable to Grimball's Point as set forth in Declaration  
of Restrictions recorded in Deed Record Book 99-D, Folio 857, of  
the Deed Records of the Superior Court of Chatham County, Georgia,  
as herein amended, and also to that Declaration of Covenants and  
Restrictions declared by Dutch Island Corporation, Southern Union  
Company, Liberty Island Corporation, Atlantic Insurance and  
Investment Company, and Salt Marsh Company recorded in Deed Record  
Book 114-X, Folio 5, of the Deed Records of the Superior Court of  
Chatham County, Georgia, which Declarations, as herein amended,

RECORDED IN DEED RECORD BOOK 99-D, FOLIO 857  
FILED FOR RECORD AT  
CHATHAM COUNTY, GEORGIA  
JAN 11 1984  
CLERK SUPERIOR COURT, CHATHAM CO., GA.  
4:36 PM  
On the  
5th day of  
January 1984  
at the  
City of  
Waynesboro, Georgia  
I, \_\_\_\_\_  
Clerk of the Superior Court,  
do hereby certify that the  
above and foregoing is a  
true and correct copy of  
the original as recorded  
in the Deed Record Book  
99-D, Folio 857, of the  
Deed Records of the  
Superior Court of  
Chatham County, Georgia.



are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

Karon M. Henson  
WITNESS

BY: Ludell W. ...  
PRESIDENT

(CORPORATE SEAL)

Out Brown  
NOTARY PUBLIC, CHATHAM COUNTY,  
GEORGIA

ATTEST: C. E. ...  
SECRETARY



NOTARY PUBLIC  
STATE OF GEORGIA  
COMMISSION EXPIRES 12/31/2005

Signed, sealed and delivered  
in the presence of:

LIBERTY ISLAND CORPORATION

375


Karey Y. Joyner  
Witness

By: Fredrick W. [Signature]  
SEAL

Annette Edwards  
Notary Public, State of Georgia

Attest: C. C. [Signature]

County of Chatham

 ANNETTE EDWARDS  
Notary Public, Chatham County, Ga.  
Registered Ex. No. 24112 11/19

Phase 4-D  
Dutch Island

## Phase 4-D

### *Declarations*

1. Subject to 124-D, 618.
  - a. Amends Article VII of 99-D, 857.
2. Subject to 99-D, 857 by incorporation by reference in 124-D, 618. [99-D, 857 originally filed for Grimball Point]
3. Subject to 114-X, 5 by incorporation by reference in 124-D, 618. [114-X, 5 was originally filed for Phase 3]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

APPROVED BY CHATHAM COUNTY ENGINEER James J. ... 26, 1984

COUNTY ENGINEER James J. ...

APPROVED FOR CHATHAM COUNTY HEALTH DEPT. DIV OF SANITARY ENGINEERING May 4, 1984

DIRECTOR Charles H. ...

APPROVED BY METROPOLITAN PLANNING COMMISSION June 25, 1984

SECRETARY Elizabeth ...

APPROVED IN OPEN COURT THIS 15 DAY OF June, 1984

CHAIRMAN, COUNTY COMMISSION Robert ...

ATTEST: CLERK, CHATHAM CITY COMM. James ...

GENERAL NOTES

1. ALL LOTS TO HAVE MINIMUM SETBACK LINES AND EASEMENTS INDICATED.
2. LOTS TO BE SERVED BY COMMUNITY WATER AND SEPTIC TANKS.
3. STREET MARKERS TO BE INSTALLED AT ALL INTERSECTIONS.
4. 15" CONCRETE DRIVEWAY AND WALKWAY CULVERTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS ENGINEERS.
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND DRAINAGE MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS.
6. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
7. ALL HABITABLE BUILDINGS TO BE CONSTRUCTED SHALL HAVE A MINIMUM FLOOR ELEVATION IS 0' MSL.
8. CONCRETE MARKERS ALONG RIGHT-OF-WAY SETBACK 20' PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
9. SEPTIC TANK TILE FIELDS MUST BE IN AREAS FILLED TO 9' MSL (M.M.).
10. STREET B DRAINAGE WILL BE CONSTRUCTED TO MEET CHATHAM COUNTY SPECIFICATIONS.
11. 3/0 IS WITHIN THE 100 YEAR FLOOD ZONE.
12. 4" FINISH FLOOR EL. SA - STREET ADDRESS
13. D CONCRETE MONUMENT 0' IRON PIPE
14. ALL SEPTIC TANK TILE FIELDS WILL BE IN THE FRONT 110' OF MARSH-FRONT.
15. ALL LOTS WILL BE FULFILLED AND/OR PARCELED IN ACCORDANCE WITH THE COUNTY APPROVED DRAINAGE PLANS, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER.

LOT	A	D	R	T
1.	25'x46'00"	17'x46'00"	100.00	23.79
2.	35'x100'00"	58'x100'00"	105.15	87.71
3.	27'x100'00"	27'x100'00"	286.47	30.31
4.	167'25'00"	23'1'00"	204.63	128.59

TOTAL NUMBER OF LOTS - 10  
TOTAL AREA OF PHASE 4-D - 8,580' AC.



Barry Wilson, P.E., R.C.S.

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET AND AN ACCURACY ERROR OF ONE (1) PERCENT OF THE HORIZONTAL POINT HAS BEEN ADJUSTED TO THE POINT OF THE PLAN.

SCALE 1" = 100'  
NOTE: ALL EASEMENTS & RIGHTS OF WAYS ARE HEREBY DESIGNATED FOR THE PURPOSE INTENDED.

DUTCH ISLAND S/D PHASE 4-D

4 S-S-C

SOUTHERN UNION CO. - LIBERTY ISLAND CORP. DEVELOPER

17 WEST MOONBUSH STREET

VICE PRESIDENT 04/30/84

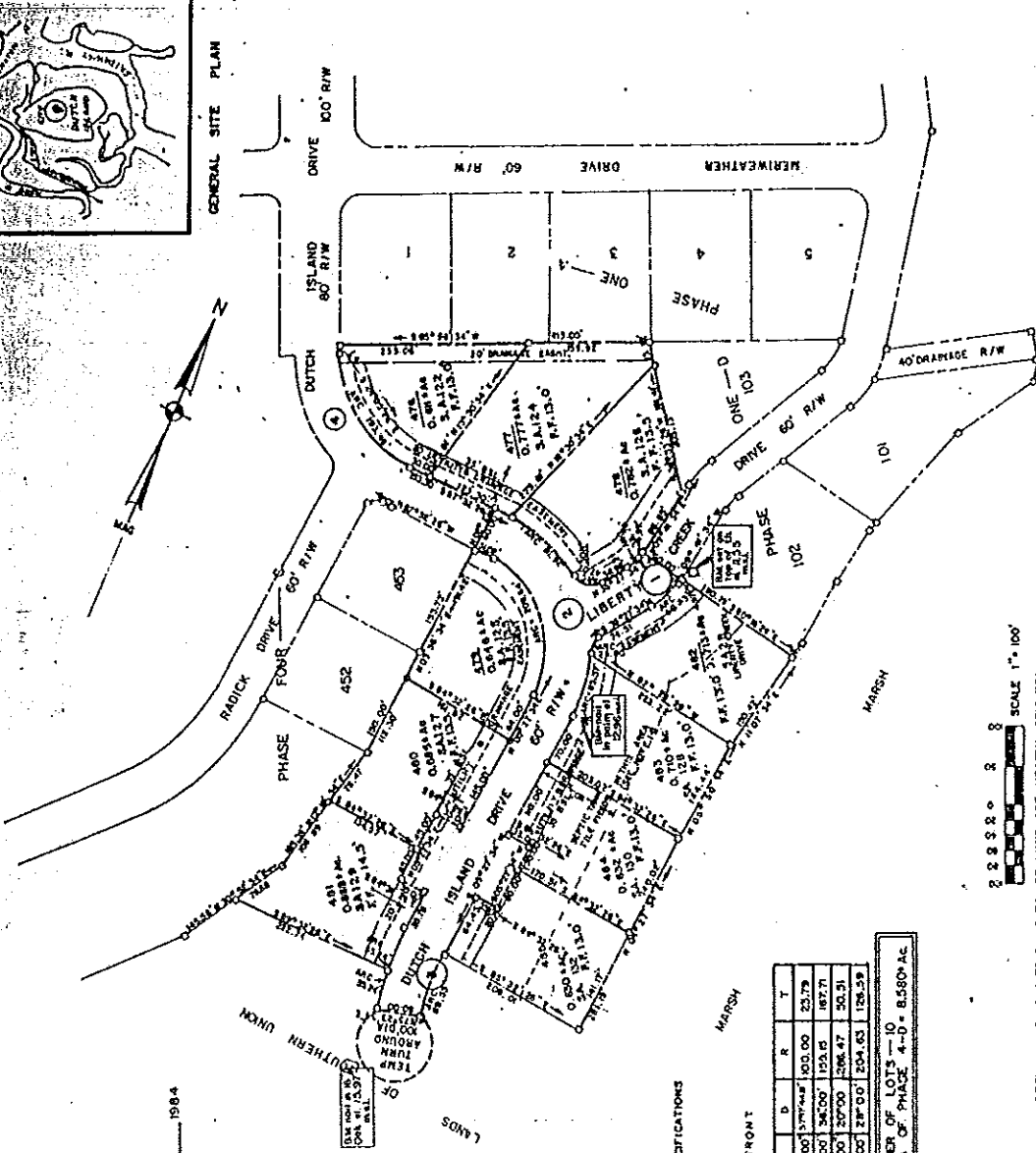
Barry Wilson & Associates Consulting Engineers

302

1



GENERAL SITE PLAN



2 2 2 2 0 2 8



SCALE 1" = 100'

NOTE: ALL EASEMENTS & RIGHTS OF WAYS ARE HEREBY DESIGNATED FOR THE PURPOSE INTENDED.

DUTCH ISLAND S/D PHASE 4-D

4 S-S-C

VICE PRESIDENT 04/30/84

Barry Wilson & Associates Consulting Engineers

302

1

1240/618

STATE OF GEORGIA )  
                          )  
COUNTY OF CHATHAM )

618

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 3rd day of July, 1984  
SOUTHERN UNION COMPANY, a Georgia corporation, (hereinafter  
to as the "COMPANY");

WHEREAS, the COMPANY is the owner of certain real property  
known as DUTCH ISLAND SUBDIVISION, PHASE 4-D, which is part of the  
Dutch Island Development, the plat of said subdivision being recorded  
in the Office of the Clerk of the Superior Court of Chatham County,  
Georgia, in Subdivision Map Book 4-S, Folio 80; and

WHEREAS, the COMPANY desires to provide for the preservation  
of the values and to provide amenities in said development and wishes  
to insure a pleasant environment for gracious living which shall  
include ecological harmony and recreational opportunity for the  
residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION  
PHASE 4-D, a part of Dutch Island Development as shown on a map  
of said subdivision recorded in Subdivision Map Book 4-S, Folio  
in the Office of the Clerk of the Superior Court of Chatham County,  
Georgia, shall be subject to the restrictions, conditions, easements,  
rights and privileges declared by Dutch Island Corporation, Southern  
Union Company and Liberty Island Corporation to be applicable to  
Grimball's Point as set forth in Declaration of Restrictions recorded  
in Deed Record Book 99-D, Folio 857, of the Deed Records of the  
Superior Court of Chatham County, Georgia, as herein amended, and  
also to that Declaration of Covenants and Restrictions declared  
by Dutch Island Corporation, Southern Union Company, Liberty Island  
Corporation, Atlantic Insurance and Investment Company, and Salt  
Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the  
Deed Records of the Superior Court of Chatham County, Georgia,  
which Declarations, as herein amended, are hereby incorporate  
herein and made a part of this Declaration of Covenants and  
Restrictions.

RECEIVED  
FOR RECORD  
JUL 6 1 09 PM '84  
DORIS S. GREENE  
CLERK, SUPERIOR COURT  
CHATHAM CO., GA.

Filed for Record At 1:09 P.M. on the  
6 Day of July 1984  
Received in Record Book 1240-3-20 Folio 618  
On the 6 Day of July 1984  
CLERK, SUPERIOR COURT  
CHATHAM CO., GA.

1909 055\*\*\*\*\*156 350

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

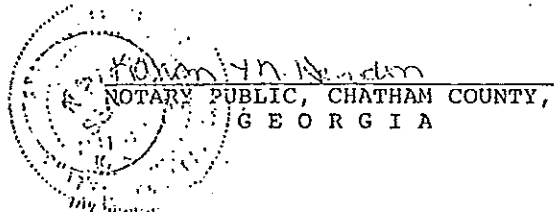
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

Suzanne Reese  
WITNESS

BY: C. G. Kemp  
VICE PRESIDENT

(CORPORATE SEAL)



ATTEST: Pat Brown  
SECRETARY

Phase 5-A  
Dutch Island



## Phase 5-A

### *Declarations*

1. Subject to 125-L, 352
  - a. Amends Article VII of 99-D, 857
2. Subject to 99-D, 857 by incorporation by reference in 125-L, 352. [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5 by incorporation by reference in 125-L, 352. [114-X, 5 was originally filed for Phase 3]

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement

PROJECT BY CHATHAM COUNTY ENGINEER John T. ... 1984  
 COUNTY ENGINEER William A. ...

APPROVED FOR CHATHAM COUNTY HEALTH DEPT.  
 DIV. OF SANITARY ENGINEERING DEPT 1 1984

DIRECTOR Charles H. ...  
 APPROVED BY METROPOLITAN PLANNING COMMISSION 11/7 1984

SECRETARY ...  
 APPROVED IN OPEN COURT THIS ... DAY OF ... 1984

COUNTY COMMISSION ...  
 ATTEST ... CLERK

GENERAL NOTES

1. ALL LOTS TO HAVE SEWAGE STRUCK LINES AND CEMENTS INDICATED
2. LOTS TO BE SERVED BY COMBUSTIBLE WATER AND SEPTIC TANKS
3. STREET MANHOLE TO BE INSTALLED AT ALL INTERSECTIONS
4. D CONCRETE DRIVEWAY AND WALKWAY CEMENTS TO BE INSTALLED UNDER SUPERVISION OF DEVELOPERS ENGINEER
5. SINCE THIS IS A PRIVATE SUBDIVISION, STREET AND PARKING MAINTENANCE WILL BE PROVIDED BY DEVELOPERS OR BY INDIVIDUAL LOT OWNERS
6. AGREEMENT MADE WITH COUNTY PROVIDING FOR ENTRANCE TO SUBDIVISION FOR ALL OFFICIAL AND EMERGENCY VEHICLES, AS REQUIRED.
7. ALL MANHOLE BUILDINGS TO BE CONSTRUCTED SMALL - ONE 4' MINIMUM FLOOR ELEVATION IS 0'
8. CONCRETE PARKERS ALONG RIGHT-OF-WAY SETBACK 20' PERPENDICULAR TO ROAD UNLESS OTHERWISE NOTED.
9. SEPTIC TANK TILE FIELDS MUST BE IN AREAS FILLED TO 20" WELL (MIN)
10. STREET & DRIVEWAY WILL BE CONSTRUCTED TO MEET CHATHAM COUNTY SPECIFICATIONS.
11. 3/10 IS WITHIN THE 100 YEAR FLOOD ZONE.
12. 1/2" BRICK FLOOR EL. 2 1/2" STREET ADRESSES
13. D-CONCRETE MONUMENT 2' - HIGH 400
14. ALL LOTS WILL BE FILLED AND/OR GRADED IN ACCORDANCE WITH THE COUNTY APPROVED DRAINAGE PLAN. ON FILE IN THE OFFICE OF THE COUNTY ENGINEER
15. SEPTIC TANK TILE FIELDS WILL BE INSTALLED UNDER DIRECTION OF CHATHAM COUNTY S.D.P.
16. ALL CORNER MARKS ARE TO UNLESS OTHERWISE NOTED.



William A. ...  
 WILLIAM A. ... P.E.

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A COMPLETE RECORD OF ONE FOOT IN 25,000 PARTIAL AND ONE FOOT IN 10,000 PARTIAL AND HAS BEEN ADJUSTED USING TRIPLET METHOD

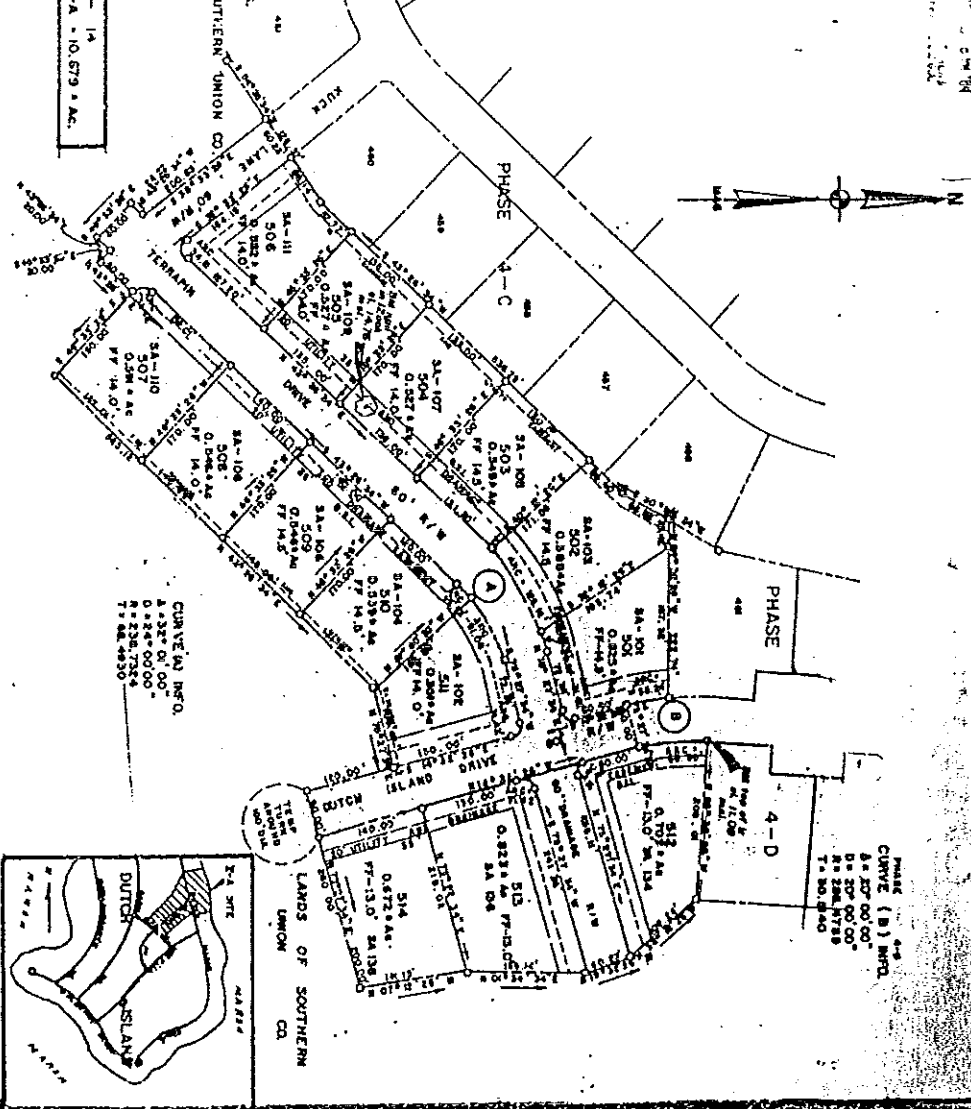
TOTAL NUMBER OF LOTS - 14  
 TOTAL AREA OF PHASE 5-A - 10,679 S.A.

LANDS OF SOUTHERN UNION CO.

SCALE 1" = 100'

NOTE: ALL EASEMENTS & RIGHTS OF WAY ARE HEREBY DEDICATED FOR THE PURPOSES INTENDED.

DUTCH ISLAND S/D  
 PHASE 5-A



GENERAL SITE PLAN

55-35  
 SOUTHERN UNION COMPANY  
 DEVELOPER  
 17 WEST BRADDOCK STREET  
 VICE PRESIDENT  
 08-20-84

RAY, WILSON, & ASSOCIATES, INC.  
 CONSULTING ENGINEERS, INC.  
 PAGE

For Amend See 129-A-194  
 For AGMT See 134-K-562

125L-352

STATE OF GEORGIA )  
 )  
 COUNTY OF CHATHAM )

DECLARATION OF COVENANTS AND RESTRICTIONS

352

THIS DECLARATION made this 5th day November, 1984, by SOUTHERN UNION COMPANY, a Georgia corporation, (hereinafter referred to as the "COMPANY");

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 5-A, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Folio 35; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 5-A, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 5-S, Folio 35, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimboll's Point as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

CLERK SUPERIOR COURT, CHATHAM CO., GA.

Filed For Record At 3:21 O'clock P.M. On The 29 Day Of November 1984  
 Recorded in Record Book 125L-352  
 On The 29 Day Of November 1984

CSC 412 \*\*\*\*\*550# 01231

VII.

WATER, SEWER, AND GARBAGE COLLECTION

353

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

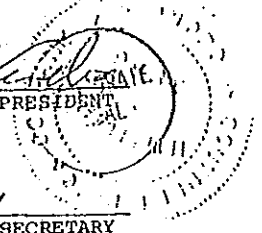
IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

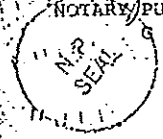
Charles William Taylor III  
WITNESS

BY: Richard W. [Signature]  
PRESIDENT



Margaret Mary Walsh  
NOTARY PUBLIC, CHATHAM COUNTY,  
GEORGIA

(CORPORATE SEAL)  
ATTEST: C. E. [Signature]  
SECRETARY



MARGARET MARY WALSH  
Notary Public, Chatham County, Ga.  
My Commission Expires July 15, 1987.

Phase 5-C  
Dutch Island

## Phase 5-C

### *Declarations*

1. Subject to 133-W, 4.
  - a. Amends Article VII of 99-D, 857
2. Subject to 99-D, 857 and its amendment 129-A, 198, by incorporation by reference in 133-W, 4. [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5, and its amendment 129-A, 202, by incorporation by reference in 133-W, 4.

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement



STATE OF GEORGIA  
COUNTY OF CHATHAM

Filed For Record At 4:17 O'Clock P M. On The  
30 Day Of Mar, 19 87  
Recorded In Record Book 133-N Folio 4  
On The 30 Day Of Mar, 19 87

133 W/4  
MAR 30 4 17 PM '87  
RECEIVED  
FOR RECORD  
DUNN, S. STEPHENS  
CLERK, S.C.C. GA.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 30th day of March,  
1987, by ATLANTIC INVESTORS, LTD. - SERIES VII, a Georgia Limited  
Partnership, (hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real  
property known as Dutch Island Subdivision, Phase 5-C, which is  
part of the Dutch Island Development, the plat of said  
subdivision being recorded in the Office of the Clerk of the  
Superior Court of Chatham County, Georgia, in Subdivision Map  
Book 8S, Folio 28, and

WHEREAS, the Partnership desires to provide for the  
preservation of the values and to provide amenities in said  
development and wishes to insure a pleasant environment for  
gracious living which shall include ecological harmony and  
recreational opportunity for the residents.

W I T N E S S E T H:

The Partnership hereby declares that Dutch Island  
Subdivision, Phase 5-C, a part of Dutch Island Development as  
shown on a map of said subdivision recorded in Subdivision Map  
Book 8S, Folio 28, in the Office of the Clerk of the  
Superior Court of Chatham County, Georgia, shall be subject to  
those Declaration of Covenants and Restrictions declared by Dutch  
Island Corporation, Southern Union Company, Liberty Island  
Corporation, Atlantic Insurance and Investment Company, and Salt  
Marsh Company recorded in (1) Deed Record Book 99-D, Folio 857  
and amended in Deed Record Book 129-A, Folio 198; and (2) Deed  
Record Book 114-X, Folio 5 and amended in Deed Book 129-A, Folio  
202, of the Deed Records of the Superior Court of Chatham County,  
Georgia, which Declarations, as herein amended, are hereby  
incorporated herein and made a part of this Declaration of  
Covenants and Restrictions.

00 11  
TOTAL 8/30/87 1004320820



Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision Phase 5-C, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII.

WATER, SEWER AND GARBAGE COLLECTION

1. WATER SERVICE. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay charges for water service when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as owner of the lot shall elect to have water service, if provided, connected, he shall pay a separate connection or tap in charge as then established by the operator of the utility system. Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the serving community, which consumption, usage and availability charges may be billed monthly, bimonthly or quarterly at the option of the utility. In the event that the utility is purchased or operated by the City of Savannah or any other governmental body, the separate connection or tap in charge and any other surcharges established by the City of Savannah shall be paid at the time of purchase of the lot from the developer. There shall be no discharge of water into the sanitary sewer, when and if provided, from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without

the written permission of the companies and/or partnership or their successors and assigns. The companies and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION. When and if a sewer system is installed by the companies and/or the partnership and/or the City of Savannah or other governmental bodies, all persons who shall subsequent to the availability of such service, become owners of a vacant lot or living unit under construction shall be required to utilize such system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the partnership, the City of Savannah or any of their successors and assigns. Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized General Partner of Atlantic

Investors, Ltd. - Series VII the day and year first above written as the date hereof.

ATLANTIC INVESTORS, LTD.-SERIES VII

BY: ATLANTIC INVESTORS DEVELOPMENT CORP. AS GENERAL PARTNER

BY: [Signature] MURRAY S. MARSHALL, PRES.

ATTEST: [Signature] ROBERT C. MARTIN, JR., V-PRES.

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

[Signature] Cabell J. Marshall

[Signature] Carla C. Beall  
Notary Public, Chatham County, Georgia

Notary Seal: CARLA C. BEALL, Notary Public, Chatham County, Georgia, My Commission Expires Sept. 22, 1987

Phase 6  
Dutch Island

## Phase 6

### *Declarations*

1. Subject to 134-Y, 126.
  - a. Rerecorded at 134-Z, 843
    - i. Amends Article VII in 114-X, 5.
2. Subject to 99-D, 857, and its amendment 129-A, 198, by incorporation by reference in 134-Y, 126. [99-D, 857 originally filed for Grimboll Point]
3. Subject to 114-X, 5, and its amendment 129-A, 202, by incorporation by reference in 134-Y, 126.

### *Points*

1. 99-D: All erection of buildings must first be approved by Companies
2. 99-D: Does not provide for creation of HOA
3. 99-D: Enforcement undertaken by Companies
4. 99-D: Amendment to Decs can be made unilaterally by Companies
5. 114-X: use restrictions
6. 114-X: architectural approval
7. 114-X: Dutch Island Residents Association, Inc.
  - a. All lot owners are members
8. 114-X: Voting
  - a. Two classes, A & B.
9. 114-X: Assessments
  - a. Annual General Purpose: \$250, may be increased by vote of the members
  - b. Annual Special Purpose
  - c. Special Assessments for Capital Improvement













126

STATE OF GEORGIA  
COUNTY OF CHATHAM

For Record see 134-2-843

JUN 25 3 55 PM '87  
GORIS S. JEFFREYS  
CLERK S.C.C.C.G.A.

RECEIVED  
FOR RECORD

80-11 710118/52/90 1009821560

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 24th day of June, 1987, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real property known as Dutch Island Subdivision, Phase 6, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-S, Folio 63, and

WHEREAS, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH:

The Partnership hereby declares that Dutch Island Subdivision, Phase 6, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 8-S, Folio 63, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in (1) Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-F, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book

Filed for Record At 3:55 O'Clock P.M. On The 25 Day Of June 19 87  
Recorded in Record Book 134-X, Folio 126  
On The 25 Day Of June 19 87



*For Agmt 1) Amend's Warner Dec 14-17-80+87*  
*For Amend Dec 15 1962 (new)*  
*(L73-32 D.S. 5/10 1962)*  
*(Lot 21, G. Nain Hammock S/D P. 1)*  
*126*  
*1347-843*

STATE OF GEORGIA )  
 COUNTY OF CHATHAM )

RE-RECORDED TO SHOW CORRECTIONS ON  
 PAGE 2

JUN 25 3 55 PM '87  
 DORIS S. STEPHENS  
 CLERK S.C.C.C.G.A.

RECEIVED  
 FOR RECORD  
 8 43

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 24th day of June, 1987, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

WHEREAS, the Partnership is the owner of certain real property known as Dutch Island Subdivision, Phase 6, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-5, Folio 63, and

WHEREAS, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The Partnership hereby declares that Dutch Island Subdivision, Phase 6 a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 8-S, Folio 63, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-A, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book

JUL 1 3 10 PM '87  
 RECEIVED  
 FOR RECORD  
 Filed For Record At 3:55 P M On The 19 87  
 Recorded in Record Book 134-2 Folio 843  
 On The 1 Day Of July 19 87  
 DORIS S. STEPHENS  
 CLERK S.C.C.C.G.A.

Filed For Record At 3:10 O'Clock P. M. On The 1 Day Of July 19 87  
 Recorded in Record Book 134-2 Folio 843  
 On The 1 Day Of July 19 87

046893A001 07/01/87TOTAL 11.00

CLERK SUPERIOR COURT, CHATHAM CO., GA.

129-A, Folio 202, of the Deed Records of the Superior Court of Chatham -  
County, Georgia, which Declarations, as herein amended, are hereby

127

844 incorporated herein and made a part of this Declaration of Covenants and  
Restrictions. The terms "Developer" as used therein shall also refer to and  
include Dutch Island Associates, Ltd., a Georgia Limited Partnership and its  
successors and assigns.

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book  
114-X, Folio 5 which are being made applicable to Dutch Island Subdivision  
Phase 6, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu  
thereof the following:

VII.

WATER, SEWER AND GARBAGE COLLECTION

1. WATER SERVICE. Every owner of a lot in the property shall be  
presumed conclusively by acceptance of a deed of conveyance to such lot to  
have covenanted, for himself, his heirs, representatives, successors and  
assigns, to pay charges for water service and he shall pay at the closing  
of the purchase of his lot from developer, a separate connection or tap in  
charge as then established by the operator of the utility system  
(hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay  
for consumption of water at reasonable rates subject to a monthly minimum  
charge established by the Utility serving the community, which consumption,  
usage and availability charges may be billed monthly, bimonthly or quarterly  
at the option of the Utility. There shall be no discharge of water into the

128 sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the companies and/or partnership or their successors and assigns. The companies and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

845

2. SEWER SERVICE AND GARBAGE COLLECTION. Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid restrictive covenants, as amended.

Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the

construction of dwellings within said subdivision.


129

846 2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized General Partner of Dutch Island Associates Ltd, a Georgia Limited Partnership, the day and year first above written as the date hereof.

DUTCH ISLAND ASSOCIATES, LTD., A  
GEORGIA LIMITED PARTNERSHIP

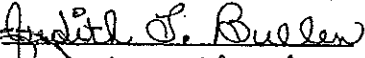
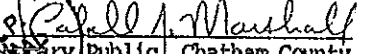
BY:

  
MURRAY S. MARSHALL  
GENERAL PARTNER

BY:

  
ROBERT C. MARTIN JR.  
GENERAL PARTNER

Signed, sealed and delivered  
in the presence of:

  
  
Notary Public, Chatham County,  
Georgia  
Notary Public, Chatham County, Georgia  
My Commission Expires Feb. 25, 1991

Phase 11  
Dutch Island



## Phase 11

### *Declarations*

1. Parcel 11-3 of Phase 11 is perhaps subject to 207-X, 139
  - a. The deed only mentions parcel 11-3, and also incorrectly identifies the plat on which phase 11 is shown.
2. If subject to 207-X, 139, then also subject to 141-T, 757 [filed originally for Phase 10]

### *Points*

1. 141-T: Use: single-family, except with permission
2. 141-T: Setbacks, lot-size
3. 141-T: Nothing erected without approval of Developer
4. 141-T: Dutch Island Resident's Association, Inc.
  - a. Lot owners are members
  - b. Voting: Two classes of members
    - i. Class A: Lot owners – 1 vote
    - ii. Class B: Developer – 3 votes for each lot
5. 141-T: Assessments
  - a. Annual General Purpose Assessments: \$500 – increased by vote of members
  - b. Annual Special Purpose Assessments: based on estimated cost
  - c. Special Assessments for Capital Improvements: majority of Class A & B.

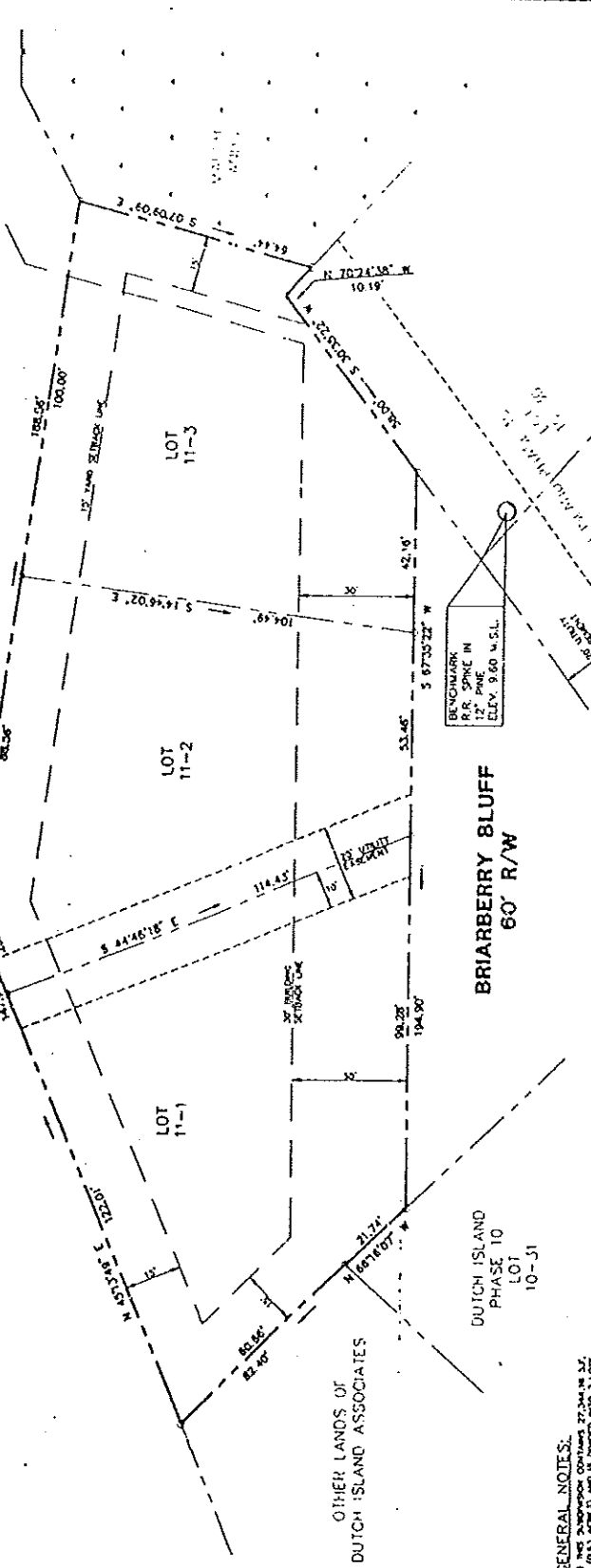
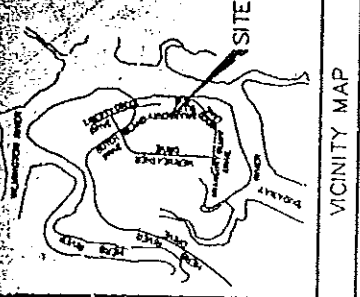


EMC ENGINEERING SERVICES, INC.  
 Post Office Box 8101  
 Savannah, Georgia 31412  
 Phone: (912) 232-6933

MINOR SUBDIVISION  
 PLAT OF PHASE II, DUTCH ISLAND,  
 6TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA  
 PREPARED FOR:  
 VINCE SIKORSKI  
 BLUEPRINT DEVELOPMENT, INC.

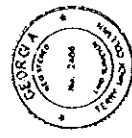
REVISION:	NO.	DATE

DESIGN:	NAME
GRAPHICS:	RDG
REVIEW:	THC
DATE:	11/16/93
SCALE:	1"=20'
PROJECT:	93-428
SHEET:	1 OF 1



OTHER LANDS OF  
 DUTCH ISLAND ASSOCIATES

SMB  
 145-54



I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND AND THAT I HAVE BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW 1978 AND IS SUITABLE FOR RECORDING.  
 TERRY M. O'DAY  
 PROFESSIONAL ENGINEER  
 NO. 2486

APPROVED BY THE ENGINEERING DIVISION  
*[Signature]*  
 DATE: 10/26/94

APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF HEALTH DIVISION OF ENGINEERING AND SANITATION  
*[Signature]*  
 DATE: 10/26/94

APPROVED BY METROPOLITAN PLANNING COMMISSION  
*[Signature]*  
 DATE: 10/26/94

- GENERAL NOTES:
- THIS SUBDIVISION CONTAINS 27,344 SQ. FT. (625 ACRES) AND IS DIVIDED INTO 3 LOTS, WATER AND SANITARY SEWER SYSTEMS.
  - LOTS 10 & 11, ZONED BY CITY OF SAVANNAH AS R-1, ARE SUBJECT TO THE CITY'S ZONING ORDINANCE.
  - THESE LOTS ARE SUBJECT TO THE CITY'S ZONING ORDINANCE AND THE CITY'S SUBDIVISION MAP ACT.
  - THESE LOTS ARE SUBJECT TO THE CITY'S ZONING ORDINANCE AND THE CITY'S SUBDIVISION MAP ACT.
  - THESE LOTS ARE SUBJECT TO THE CITY'S ZONING ORDINANCE AND THE CITY'S SUBDIVISION MAP ACT.
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SPECIAL NOTE:  
 THE CITY OF SAVANNAH HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY'S ZONING ORDINANCE AND THE CITY'S SUBDIVISION MAP ACT.

DATE: 10/26/94  
 TERRY M. O'DAY  
 PROFESSIONAL ENGINEER  
 NO. 2486

REFERENCE:  
 S.M.B. TO 3, PAGE 47.  
 AREA: 27,344.16 S.F. (0.63 ACRES)  
 SLOPE PER FT.: 0.000000  
 COLLECTOR PER FEET: 0.000000  
 EQUIPMENT USED: 1/2" = 10' TOTAL STATION

FILED FOR RECORD

1999 NOV -8 PM 1:33

Chatham County Georgia

Real Estate Transfer Tax  
40.00 Date 11-8-99  
Filed by Mary E. Helton  
The Clerk of Sup. Court

STATE OF GEORGIA )  
                          )  
COUNTY OF CHATHAM )

DEP  
SUSAN FROST, C.K. SUP. CL.  
CHATHAM COUNTY, GEORGIA

When Recorded Return to: Mark T. Shawe  
14 E. State Street  
Savannah, GA 31401

THIS INDENTURE, made this 4th day of November, One Thousand Nine Hundred Ninety-Nine, between SOUTH ATLANTIC PROPERTIES, INC., of the County of Chatham, State of Georgia as party or parties of the first part, hereinunder called Grator, and BENJAMIN S. WELLS, III AND MELISSA A. WELLS, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H :

GRANTOR, for and in consideration of the sum of TEN AND NO/100th (\$10.00) DOLLARS, and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof of hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit;

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known and designated upon that certain map or plat entitled "Minor Subdivision Plat of Phase 11, Dutch Island, Chatham County, Georgia", recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 14-S, Page 55 as LOT 11-3, DUTCH ISLAND, PHASE 11. For a more particular description reference is hereby made to the aforementioned map or plat which is incorporated herein and made a part hereby specific reference.

207 X 139  
BOOK PAGE

THIS PROPERTY is hereby submitted, sold and is hereby conveyed subject to the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, ETC applicable to Phase 10, Dutch Island, recorded at Deed Book 141-T, Page 757, Chatham County, Georgia records, as amended (the "Declaration"). Second Parties, by their acceptance of this deed, agree for themselves, and their heirs and successors in title, to be bound by the terms and conditions of the Declaration, together with the following additional covenant which shall run with the title to the property, to-wit:

In the event a lot owner owns two contiguous lots, even if the residence is located on only one of those lots, said owner may have said two contiguous lots designated as a single residential lot for purposes of computing assessments by and voting rights in the ASSOCIATION, by notifying the ASSOCIATION of said intent in writing. Said designation of a single lot shall not apply to more than two contiguous lots, and shall be automatically terminated as soon as said lots are no longer owned by the same party or parties. Should the owner of two contiguous lots so designated as a single lot, as permitted herein, later desire to sell or convey one of said lots so that the two lots are no longer owned by the same party or parties, or to construct a separate residence on each lot, then all assessments which would have otherwise been due and payable on each of said lots had it not been joined with a contiguous lot shall be immediately due and payable in full for all such prior years.

Blueprint Development, Inc. as the "Developer" under the amended Declaration, as aforesaid, joins in this instrument for purposes of acquiescence and consent to the foregoing submission of this lot to the Declaration with the additional covenants as aforesaid.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and

12.00  
TOTAL \$166.80 TT 100988.99

80/11/03

Ann. 11/11/03

PHASE II

whooof of the said Grantee forever in FEE SIMPLE. The party of the first part expressly covenant that it is seized of said property in good fee simple title and that it has the full right, power and authority to convey the same; that the said property and the grantor thereof are free and clear of any liens, claims or encumbrances whatever whereby the title to said property may in anywise be charged, changed, impaired or defeated and that the party of the first part will forever WARRANT and DEFEND the said premises against the lawful claim of all persons whomsoever.

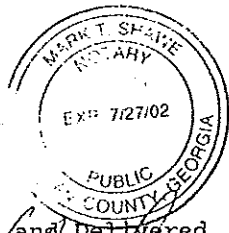
IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized Corporate Officers with the Corporate Seal affixed thereto on the day and year first above written.

SOUTH ATLANTIC PROPERTIES, INC.

BY: [Signature] (Seal)  
Its: [Signature]

ATTEST: [Signature] (Seal)  
Its: Secretary

Signed, Sealed and Delivered  
in the presence of:  
[Signature]  
Witness  
[Signature]  
Notary Public



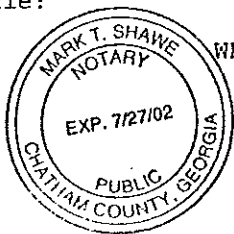
BLUEPRINT DEVELOPMENT, INC.

BY: [Signature] (Seal)  
Its: [Signature]

ATTEST: [Signature] (Seal)  
Its: Secretary

Signed, Sealed and Delivered  
in the presence of:  
[Signature]  
Witness  
[Signature]  
Notary Public

File:



WEINER, SHEAROUSE, WEITZ, GREENBERG & SHAWE  
Post Office Box 10105  
Savannah, Georgia 31412-0305  
(912) 233-2251

DUUN  
207 X 140  
FAUL

Phase 12-A & 12-B  
Dutch Island

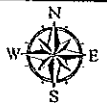
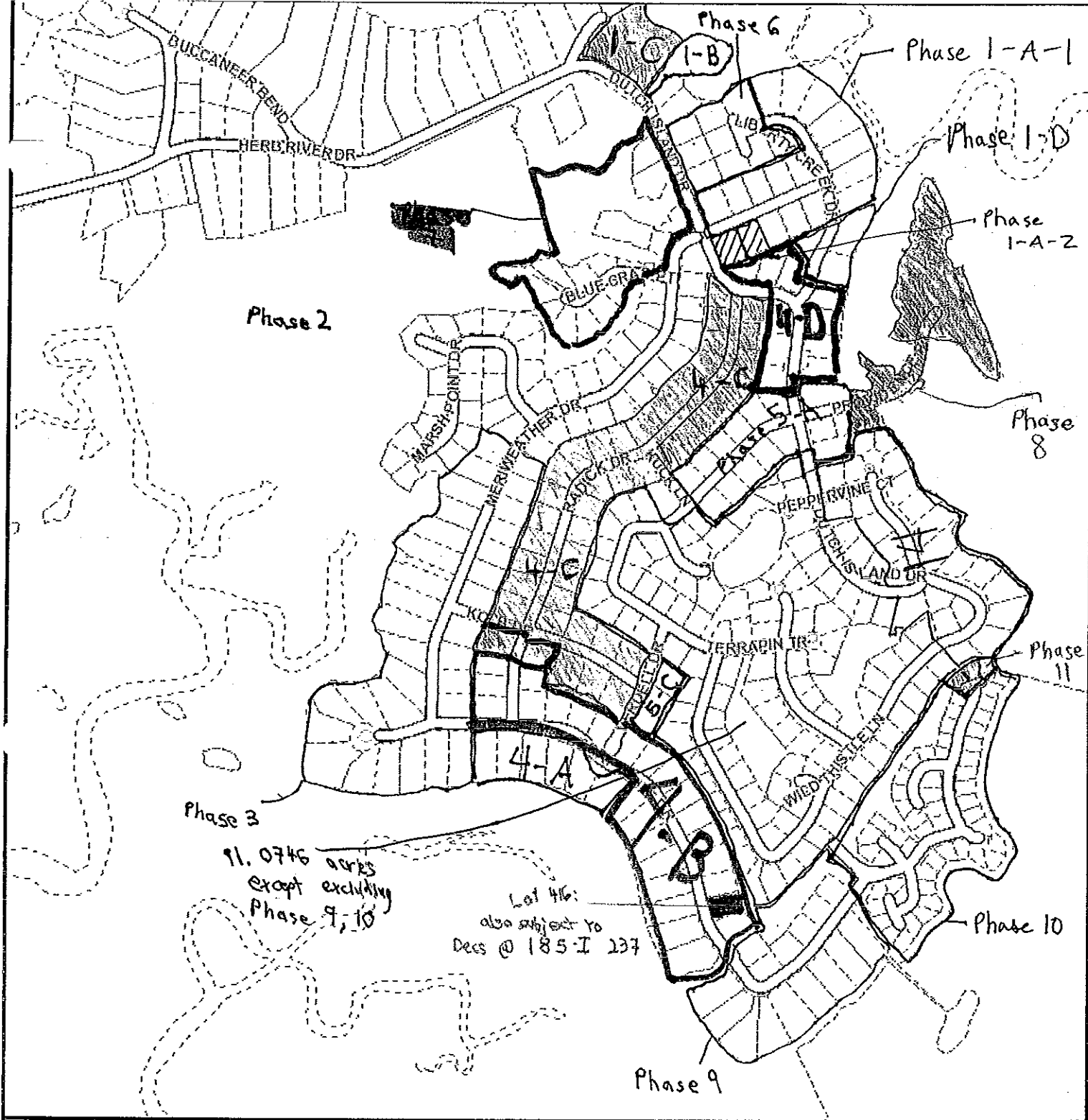
## Phase 12-A & 12-B

### *Declarations*

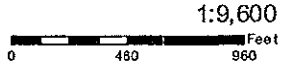
1. Subject to 163-X, 582.
  - a. Amended 173-H, 649.

### *Points*

1. 173-H: Use restrictions
2. 173-H: architectural review
3. 173-H: Dutch Island Homeowners Association, Inc.
  - a. Lot owners are members
4. 173-H: Voting
  - a. One vote per member
  - b. Quorum = 20%
5. 173-H: Assessments
  - a. Annual General Purpose
  - b. Annual Special Purpose
  - c. Special Assessment for Capital Improvements



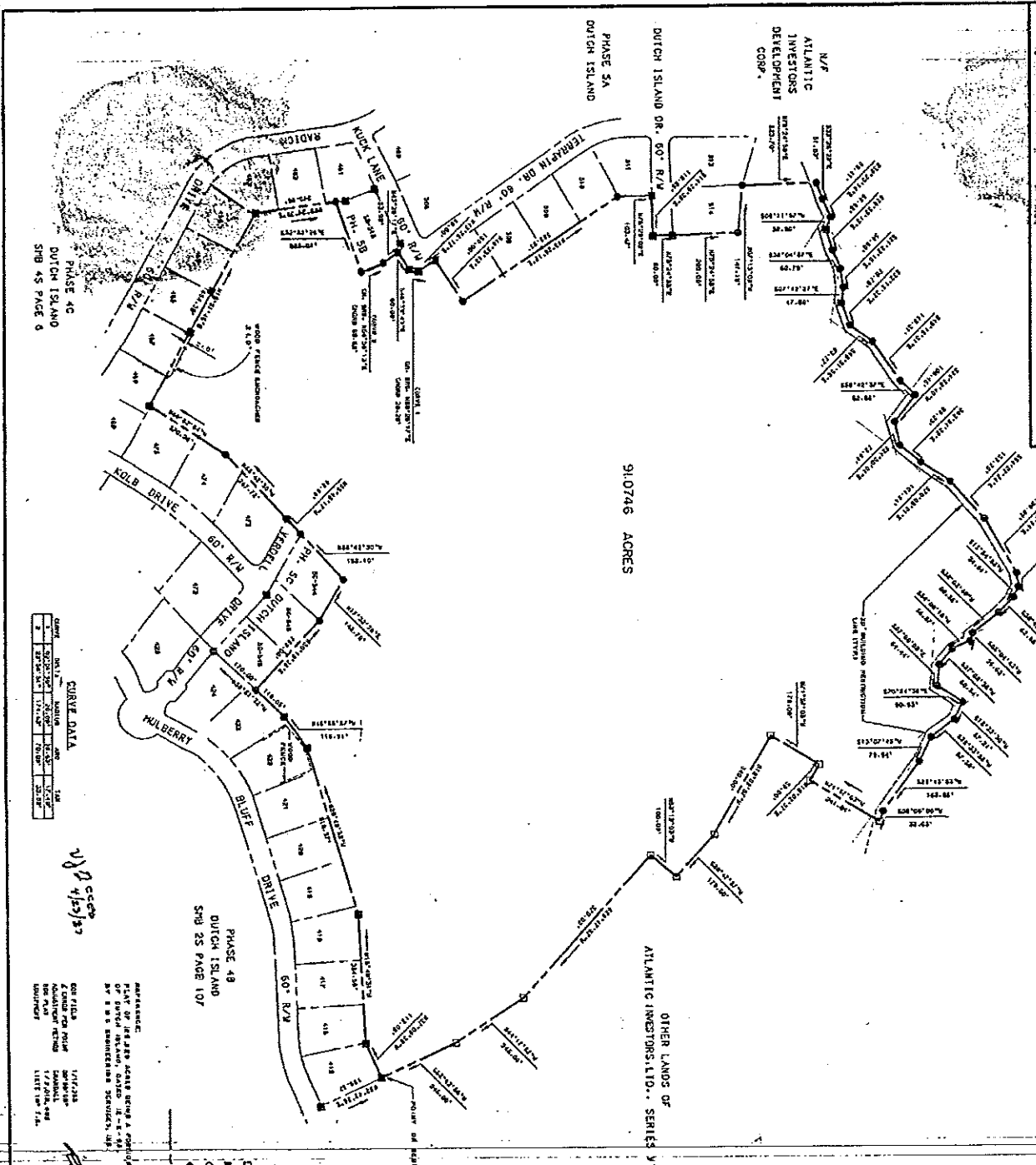
# Savannah Area GIS



A11; A15	A50; A51	Free Ways Labels
A21; A25	A60; A61; A62; A64	US Highways Labels
A30; A31; A35; A85; A81	A70; A71;	State/US Highways Labels
A63	Parcels	State Highways Labels
A40; A41; A44; A45	Interstates Labels	

THE BOUNDARY THAT IS SHOWN ON THIS DRAWING IS IN ACCORDANCE WITH THE U.S. ARMY CORPS OF ENGINEERS, SAVANNAH, GEORGIA, DISTRICT OF DETERMINATION UNDER THE CLEAN WATER ACT. U.S. ARMY CORPS OF ENGINEERS, FILE NO. OF 4-D-8-081158

RECORDED  
 BOOK 20  
 PAGE 28 BY 87  
 JOHN S. GIBSON



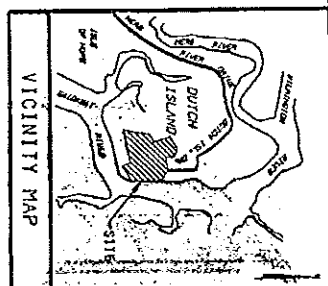
CURVE DATA

CHORD	ARC	ANGLE	AREA
1	100.00	90.00	7853.98
2	100.00	90.00	7853.98

10/2/88  
 4/15/83

DATE: 1/22/88  
 DRAWN BY: J.S.G.  
 CHECKED BY: J.S.G.  
 SCALE: AS SHOWN

- LEGEND
- CONCRETE MONUMENT SET
  - CONCRETE MONUMENT FOUND
  - IRON ROD SET
  - IRON ROD FOUND
  - PROPERTY LINE



9.P.3

PLAT OF 91.0746 ACRES  
 BEING A PORTION OF DUTCH ISLAND  
 G & R G.M.D., CHATHAM COUNTY, GEORGIA  
 SURVEYED FOR  
 ATLANTIC INVESTORS LTD., SERIES VII

EMC ENGINEERING SERVICES, INC.  
 Post Office Box 8101  
 23 East Charlton Street  
 Savannah, Georgia 31412  
 Phone: (912) 232-6533



DESIGNER: EMC	DATE: 1-22-88
DRAWN BY: J.S.G.	SCALE: 1" = 200'
CHECKED BY: J.S.G.	PROJECT: 80148
DATE: 1-22-88	SHEET: 1 OF 1



RECEIVED FOR RECORD

93 DEC -6 PM 3:43

DORIS S STEPHENS  
CLERK, S.C.C.C.G.A.

DECLARATION OF COVENANTS AND RESTRICTIONS

91.0746 ACRES - DUTCH ISLAND  
DUTCH ISLAND SUBDIVISION

582

This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

Filed For Record At 3 O'clock P.M. On The  
Day Of Dec 19 93  
Recorded in Record Book 162-X Folio 582  
On The 19th Day Of Dec 19 93

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property lying on and within the DUTCH ISLAND SUBDIVISION, (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, said PROPERTY being the remaining portion of that tract and parcel of land designated upon a "PLAT OF 91.0746 ACRES" prepared by EMC Engineering Services, Inc. dated 11/25/86 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Map Book 9-P, Folio 3, after excepting from the aforesaid 91.0746 acres any portion or part thereof lying and being within PHASE 9, DUTCH ISLAND as shown and designated upon a plat of "PHASE 9, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated September 2, 1987 and recorded in Subdivision Map Book 10-S, Page 32, aforesaid records, (and) any portion or part thereof lying and being within PHASE 10, DUTCH ISLAND as shown and designated upon a plat of "PHASE 10, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated February, 1989 and recorded in Subdivision Map Book 10-S, Page 47, aforesaid records, (and) further excepting from said 91.0746 acres any portion or part thereof lying and being within that 0.2296 acre well site and 15 foot utility and access right-of-way as more particularly shown and described upon a "PLAT OF WELL SITE AND ACCESS R/W, DUTCH ISLAND, CHATHAM COUNTY, GEORGIA" prepared by EMC Engineering Services, Inc. for Atlantic Investors Development Corp. and dated December 16, 1986, reference being hereby made to the aforesaid plats and maps for a more particular description of said PROPERTY; this also being a portion of the same property as more fully described in Exhibit "A" to the RTC's foreclosure deed under power of sale dated 10/6/92, and recorded in Deed Book 156-S, Folio 595 (at 603 and 604), aforesaid records, to which reference is hereby made and incorporated herein for a more complete description of said property; and

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible question regarding the applicability of covenants and restrictions to the PROPERTY, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said PROPERTY to assure the uniform and high quality development of said PROPERTY.

W I T N E S S E T H

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

421467A001 12/7 '93 TOTAL

51.00

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

## II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions,

conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

### III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors or assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

### IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein

shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE THREE, prepared by Bahr, Wilson & Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24, except that, in addition, minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

#### 8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any area within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

#### 9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

#### 10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

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If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successors or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the

ASSOCIATION.

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e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within said PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

## VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

### 1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

### 2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which



by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

### 3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

### 3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance

with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

### 3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

### 3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual

general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

### 3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

### 3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

### 3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

### 3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection

thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

### 3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

### 3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and

availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

#### VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must

first be obtained.

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5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

**IX - LIMITATION:**

Nothing contained herein shall be construed as limiting the flexibility of the RTC in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized representatives of the RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION, the day and year first above written as the date hereof.

RESOLUTION TRUST CORPORATION,  
as Receiver for Hill Financial  
Savings Association

BY: \_\_\_\_\_

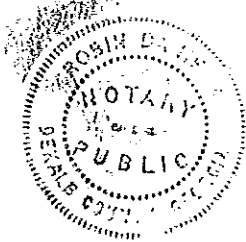
ITS ATTORNEY IN FACT UNDER AND  
BY VIRTUE OF THAT POWER OF  
ATTORNEY RECORDED IN DEED BOOK  
163-X, PAGE 536, CHATHAM  
COUNTY, GEORGIA DEED RECORDS

Signed, sealed and delivered  
in the presence of:

Marius Vellian  
Witness

Robin Davis  
Notary Public

My commission expires: April 1, 1997





FILED FOR S. COBB  
REC. BK. 163-X  
PG. 649

PREPARED BY:  
BRANNEN AND NICKERSON, L.L.C.  
P.O. BOX 14621  
SAVANNAH, GEORGIA 31416

95 JUN 28 AM 10:11  
PLEASE CROSS REFERENCE:  
RECORD BOOK 163-X,  
FOLIO 582, CHATHAM  
COUNTY, GEORGIA RECORDS  
CLERK, S.C.C.C. GA

FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS

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86.7<sup>th</sup> here Plat Book 13 P folio 65  
91.0746 ACRES - DUTCH ISLAND  
DUTCH ISLAND SUBDIVISION

*They should  
Please 12A 112B  
1 Plat 144A*

THIS FIRST AMENDED AND RESTATED DECLARATION (the "Declaration") is made this 7<sup>th</sup> day of June, 1995, by and between DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC., a Georgia corporation (hereinafter referred to as the "ASSOCIATION") and DUTCH ISLAND, L.L.C., an Arizona limited liability company qualified to transact business in the State of Georgia (hereinafter referred to as "OWNER");

WHEREAS, Resolution Trust Corporation as Receiver for Hill Financial Savings Association entered into that Declaration of Covenants and Restrictions, 91.0746 acres - Dutch Island, Dutch Island Subdivision, dated December 6, 1993, and recorded in Record Book 163-X, folio 582, Chatham County, Georgia records (the "DCR"); and

WHEREAS, OWNER has purchased all or substantially all of the PROPERTY, as defined in the DCR; and

WHEREAS, the ASSOCIATION and OWNER desire to amend and restate the DCR pursuant to Article II, Section 3 for purposes of clarifying and amending certain terms thereof; and

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC was owner of certain real property lying on and within the DUTCH ISLAND SUBDIVISION, now owned by OWNER (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, said PROPERTY being the remaining portion of that tract and parcel of land designated upon a "PLAT OF 91.0746 ACRES" prepared by EMC Engineering Services, Inc. dated 11/25/86 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Map Book 9-P, Folio 3, after excepting from the aforescribed 91.0746 acres any portion or part thereof lying and being within PHASE 9, DUTCH ISLAND as shown and designated upon a plat of "PHASE 9, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated September 2, 1987 and recorded in Subdivision Map Book 10-S, Page 32, aforesaid records, and any portion or part thereof lying and being within PHASE 10, DUTCH ISLAND as shown and designated upon a plat of "PHASE 10, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated February, 1989 and recorded in Subdivision Map Book 10-S, Page 47, aforesaid records, and further excepting from said 91.0746 acres any portion or part thereof lying and being within that 0.2296 acre well site and 15 foot utility and access right-of-way as more particularly shown and described upon a "PLAT OF WELL SITE AND ACCESS R/W, DUTCH ISLAND, CHATHAM COUNTY, GEORGIA" prepared by EMC



Engineering Services, Inc. for Atlantic Investors Development Corp. and dated December 16, 1986, reference being hereby made to the aforesaid plats and maps for a more particular description of said PROPERTY; this also being a portion of the same property as more fully described in Exhibit "A" to the RTC's foreclosure deed under power of sale dated 10/6/92, and recorded in Deed Book 156-S, Folio 595 (at 603 and 604), aforesaid records, to which reference is hereby made and incorporated herein for a more complete description of said property.

The PROPERTY is more particularly designated as 86.34 acres located on Dutch Island, on that plat entitled "Plat of 86.34 acres, located on Dutch Island, 6th GM District, Chatham County, Georgia", prepared by Charles W. Tuten, Jr., G.R.L.S. 2345, dated December 30, 1993 and recorded in Plat Book 13-P, folio 65, Chatham County, Georgia records, and is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

This is the same property designated as the 86.34 Acre Tract and being a portion of the property conveyed by Georgia Special Warranty Deed from Resolution Trust Corporation as receiver for Hill Financial Savings Association to Dutch Island, L.L.C. dated July 21, 1994 and recorded in Record Book 168-K, folio 5, Chatham County, Georgia records.

~~Notwithstanding the title of this Declaration, the parties acknowledge that the PROPERTY actually contains 86.34 acres, more or less, not 91.0746 acres, and~~

WHEREAS, the RTC desired, and the ASSOCIATION and OWNER now desire to provide for the preservation of the values and for continuation of amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve their rights and the rights of their successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible questions regarding the applicability of covenants and restrictions to the PROPERTY, it was the purpose and intent of the RTC, and now the ASSOCIATION and OWNER to herewith declare the following covenants and restrictions for said PROPERTY to assure the uniform and high quality development of said PROPERTY.

#### W I T N E S S E T H

THE RTC did declare that it imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and made the following reservations with respect to the PROPERTY, and, for ten and no/100ths dollars (\$10.00), the mutual benefits and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSOCIATION and the OWNER hereby agree to amend and restate the same as provided in this Declaration.

I. GENERAL APPLICATION OF DECLARATION:

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The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the OWNER to any person, firm, or corporation conveying any of said lots, areas, or streets; and the OWNER agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the OWNER, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "OWNER" appears herein, it shall be construed to refer only to Dutch Island, L.L.C., an Arizona limited liability company qualified to transact business in the State of Georgia.

II. RESERVATIONS:

1. The OWNER, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the OWNER, or the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the OWNER or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the OWNER, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The ASSOCIATION shall be responsible for repairing and maintaining all streets dedicated or conveyed to the ASSOCIATION. The ASSOCIATION has the right to charge all members of the ASSOCIATION their prorata share of said repair and maintenance expenses.

3. The sole right to amend, add to, or delete the conditions, restrictions, and limitations contained in this Declaration and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots subdivided out of the PROPERTY or any portion of the PROPERTY, shall be solely reserved to the ASSOCIATION, provided that so long as OWNER is record owner of title to the PROPERTY, or any portion thereof, the written consent of OWNER to any such amendment or change must first be obtained and provided further that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith. The right to approve amendments to this Declaration contained in this paragraph may not be assigned or transferred by OWNER to purchasers of lots or any other portion of the PROPERTY from OWNER.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the OWNER.

5. The rights and privileges reserved and set out herein, or as appropriately modified shall inure to the benefit of the OWNER, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

### III. EASEMENTS:

1. UTILITY EASEMENT. The OWNER reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the OWNER or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the OWNER, shall cease to exist at such time as the OWNER, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

2. EASEMENT OF ENJOYMENT. Subject to the provisions herein, the right of the ASSOCIATION to impose regulatory and maintenance fees

and to require compliance with reasonable rules and regulations as a prerequisite to the enjoyment of the rights contained herein, and any other conditions, restrictions or remedies of the Association for failure to comply with the terms and conditions of this Declaration, every owner of all or any portion of the PROPERTY shall have a right and easement of enjoyment in and to the "Common Areas", as hereinafter defined, which easement shall be appurtenant to and shall run with the title to every lot subdivided out of the PROPERTY or with the title to any other portion of the PROPERTY. For purposes of this paragraph 2, "Common Areas" shall be defined as any area of land, together with improvements thereon, now owned or hereafter conveyed, leased or dedicated to the ASSOCIATION, for the common use and enjoyment of the members of the ASSOCIATION, including specifically the Dutch Island guard gate and surrounding area located near Grimball Point, the Dutch Island boat ramp and dock area, the Dutch Island swimming pool, recreation center and tennis courts, the Dutch Island driving range, the Dutch Island causeway and all roads, easements, lagoons and other common areas shown on any plat of the PROPERTY or of property comprising what is commonly known as the Dutch Island development, including those areas known as Grimball Point, Gnann Hammock or Dutch Island (hereinafter the "Dutch Island Development"). Notwithstanding the foregoing, nothing contained in this Declaration shall be construed to prohibit the Association, as owner of such "Common Areas", from modifying, improving or altering the uses of said Common Areas to other uses suitable for the common enjoyment of the Owners, or from selling or otherwise disposing of such areas, subject to the easement rights granted hereby, as it determines necessary or appropriate in its sole judgement. Owners of all or a portion of the Property shall have no fee simple ownership rights or interests in such "Common Areas", the title to which shall be vested solely in the Association.

#### IV. USE OF LAND:

##### 1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

a. All lots subdivided out of the PROPERTY shall be used solely and only for residential purposes, unless permission for other uses is granted in writing by the ASSOCIATION, and only one single family building for a private residence, not to exceed two stories in height, with an attached private garage for not more than three (3) automobiles shall be allowed on any single lot, unless approved in writing by the ASSOCIATION.

b. One house may be erected on more than one lot, but any variance from established interior setback lines must be approved in writing by the ASSOCIATION. In the event a lot owner owns two contiguous lots, even if the residence is located on only one of those lots, said owner may have said two contiguous lots designated as a single residential lot for purposes of computing assessments by and voting rights in the ASSOCIATION, by notifying the ASSOCIATION of said

intent in writing. Said designation of a single lot shall not apply to more than two contiguous lots, and shall be automatically terminated as soon as said lots are no longer owned by the same party or parties. Should the owner of two contiguous lots so designated as a single Lot, as permitted herein, later desire to sell or convey one of said lots so that the two lots are no longer owned by the same party or parties, or to construct a separate residence on each lot, then all assessments which would have otherwise been due and payable on each of said lots had it not been joined with a contiguous lot shall be immediately due and payable in full for all such prior years.

c. Any garage attached to a residence shall not open so that it is exposed to a main street, unless permission is granted in writing by the ASSOCIATION. Notwithstanding the foregoing, in the event that a lot is a corner lot, the garage may open so that it is exposed to the less traveled of the streets contiguous to said lot as determined in the sole discretion of the ASSOCIATION.

d. Servants quarters, guest houses, detached garages with or without garage apartments and other supplemental structures shall not be erected on any lot without written permission of the ASSOCIATION, and shall not be used for rental purposes separate from the main dwelling. Rental of any supplemental structure or only a portion of the main dwelling, including attached garage apartments, is prohibited. Any residence erected on any building site on the PROPERTY shall be fully completed within twelve months of the date ground is broken for construction.

e. Notwithstanding anything contained in this paragraph to the contrary, OWNER may designate any areas of the PROPERTY owned by it for multi-family dwellings, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring OWNER or the ASSOCIATION to designate such an area.

## 2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All lots subdivided out of the PROPERTY shall have a thirty-five (35) foot front building setback line and a minimum side setback between adjoining lots from inside division lines of not less than twenty (20) feet, provided that if the improvements include a garage that opens to the side of the lot and the improvements are set back more than 20 feet from that side, the setback line on the side away from the garage shall be not less than 10 feet, so long as the sum of the side setbacks on both sides is not less than 40 feet. Setbacks shall be measured to the outer most surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the OWNER, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundation plans, section details, floor plans of all

floors, elevation drawings of all exterior walls, roof plans, and plot plans showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of OWNER, to the extent said guidelines and procedures pertain to PROPERTY owned by the OWNER.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

The ASSOCIATION shall create guidelines and procedures outlining architectural review procedures and shall appoint an architectural review committee for the purpose of reviewing and approving plans and specifications in accordance with said guidelines. The architectural review committee may charge a fee payable by the owner of any lot seeking architectural review in an amount sufficient to reimburse the ASSOCIATION for the reasonable cost of retaining an architect, registered under the laws of the State of Georgia, to insure that any work on said lot described in this paragraph is undertaken in accordance with the provisions of the guidelines and this Declaration.

#### 7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the OWNER, so long as the OWNER, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

#### 8. CUTTING OF TREES.

No living tree having a diameter of greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply

to any area within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the OWNER, as owner thereof, specifically so provides.

b. OWNER and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia, or a person seeking to enforce any of the rights of the State of Georgia, or as against any other person or entity claiming rights thereto.



c. In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d. The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the OWNER, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b. No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f. The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction must be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS.

No satellite television receivers shall be installed either temporarily or permanently on any lot within said PROPERTY, it being deemed by the OWNER and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development, except that antennas less than 20" by 20" may be installed if screened from view of the street and adjacent properties.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, trailers, recreational vehicles, motor homes, "piggy back" campers, camper trailers, travel trailers or the like shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The OWNER reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgement of the OWNER or the ASSOCIATION to maintain the PROPERTY neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the OWNER or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

## VI. DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

### 1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

### 2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

### 3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the lien and Personal Obligation of Assessments- Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal

obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to lots owned by OWNER until such lot or lots are sold to a third party by OWNER or until July 21, 1999, whichever first occurs.

### 3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of lots in the PROPERTY and the residents of all lots in Dutch Island Development, and in particular for the improvement, maintenance, repair, and operation of the Common Areas and facilities located thereon, including, but not limited to discharge of all obligations of the ASSOCIATION imposed by this Declaration, payment of taxes, if any on Common Areas, payment of insurance with respect to Common Areas owned by the ASSOCIATION and repair and maintenance of streets, roadways and drainage facilities included within the Dutch Island Development. This provision in no way requires the OWNER or the ASSOCIATION to establish any Common Areas.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied against the PROPERTY or any portion thereof without approval of the membership of the ASSOCIATION as set forth herein; however, the ASSOCIATION may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways or private ways for the purpose of maintaining the same. The assessments will be levied against each member of the ASSOCIATION proportionately to the number of lots abutting the street or road which is paved.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

### 3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

### 3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

### 3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

### 3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

During any period that the OWNER is exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it, as provided in paragraph 3.1 hereof, assessments for property sold or conveyed by the OWNER to a third party shall commence and be due on the date of closing of such sale or conveyance.

### 3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

### 3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for

the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

### 3.9 SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

### 3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- b. All properties which are or which become common properties of the ASSOCIATION.
- c. As provided in Paragraph 3.1 above, all properties owned by the OWNER shall be exempt from assessment until such lot or lots are sold to a third party by OWNER or until July 21, 1999, whichever first occurs. At that time all assessments, if any, applicable to the property shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.



Upon completion of construction of any Common Areas in accordance with all requirements of any governmental body having jurisdiction thereof, within any portion of the PROPERTY for which a subdivision plat has been recorded in the Chatham County, Georgia records designating said Common Areas, OWNER agrees to convey and the ASSOCIATION agrees to accept dedication of said Common Areas, provided that OWNER has provided a one (1) year maintenance bond in accordance with Chatham County, Georgia requirements.

OWNER shall continue to perform any maintenance and repair work required by said maintenance bond for said one (1) year period at its sole cost and expense, and shall deliver said improvements at the end of said period to the ASSOCIATION in good repair. The ASSOCIATION hereby grants to OWNER an easement for access, ingress and egress over said Common Areas for the sole purpose of performing said repair and maintenance work during said one (1) year period.

At the end of said one (1) year period, the ASSOCIATION shall thereafter be responsible for management, maintenance and repair of said Common Areas, and hereby releases OWNER from any further responsibility or liability for maintenance and repair of said Common Areas. Upon dedication of said Common Areas to the ASSOCIATION, OWNER hereby assigns to the ASSOCIATION (without limiting any rights or remedies of OWNER), the non-exclusive right to pursue any claim or cause of action against contractors, subcontractors or other parties responsible for the design, materials, construction and maintenance of said Common Areas. The ASSOCIATION hereby releases OWNER from any responsibility or liability for the maintenance or repair of existing Common Areas.

#### VII. WATER, SEWER AND GARBAGE COLLECTION:

##### 1. WATER SERVICE.

Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the OWNER or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION.

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Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the OWNER and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

VIII. GENERAL PROVISIONS:

1. DURATION.

The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the OWNER or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES.

Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the OWNER or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

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4. MODIFICATION.

As stated in Paragraph 3 of Section II hereof, the OWNER hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the OWNER or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the OWNER, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

6. CONFLICT.

In the event of a conflict between the terms of this First Amended and Restated Declaration and the terms of the DCR, the terms of this First Amended and Restated Declaration shall control.

IX. LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the OWNER in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, this First Amended and Restated Declaration has been executed by the duly authorized representatives of the ASSOCIATION and the OWNER as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Diane H. Clark  
Unofficial Witness

Regueline M. Palmer  
Notary Public

Notary Public, Chatham County, Georgia  
My Commission Expires December 22, 1996

My Commission Expires: \_\_\_\_\_

ASSOCIATION:

DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC., a Georgia corporation

By: [Signature]  
Its: President

Attest: J. M. Smith  
Its: SECRETARY

[NOTARIAL SEAL]

[CORPORATE SEAL]

Signed, sealed and delivered  
in the presence of:

[Signature]

Unofficial Witness

Lisa F. Lanier

Notary Public

LISA F. LANIER

Notary Public, Chatham County, Georgia

My Commission Expires November 7, 2017

My Commission Expires: \_\_\_\_\_

OWNER:

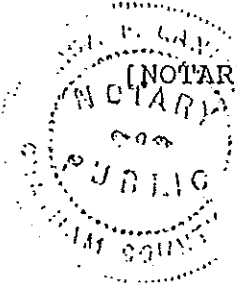
DUTCH ISLAND, L.L.C., an Arizona  
limited liability company

[Signature]

By:

David L. Gray, as Manager

[NOTARIAL SEAL]







Clock#: 847259  
FILED FOR RECORD  
8/30/2006 10:42am  
PAID: 12.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

AMENDED DECLARATION OF COVENANTS  
AND RESTRICTIONS

This AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made this 28<sup>th</sup> day of March 2006, by and between BARRY M. SHEEHY and CHRISTINE SHEEHY ("owners") and DUTCH ISLAND HOMEOWNERS ASSOCIATION ("Association"), a Georgia Corporation.

WHEREAS, the owners are vested with title to Lot 416, Dutch Island Subdivision, Phase 4-B, Chatham County, Georgia by virtue of a warranty deed to them from John T. Pickett and Janice H. Pickett dated August 7, 1991 recorded in Deed Book 150-M, page 329 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia; and

WHEREAS, the owners are vested with title to Lot 12-34, Dutch Island Subdivision, Phase 12-B, Chatham County, Georgia by virtue of a warranty deed to them from Dutch Island, L.L.C. dated March 1, 1996, recorded in Deed Book 177-L, page 719 of the records of the Office of the Clerk of Superior Court of Chatham County, Georgia; and

WHEREAS, the owners and Association established certain covenants and restrictions applicable to the above referenced Lot 416 and Lot 12-34 ("subject lots") in supplement to other covenants and restrictions applicable to those lots of record and recorded the same on May 7, 1997 in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia;

WHEREAS, the owners and Association are desirous of amending the same to allow for the dissolution or termination of the above referenced covenants and restrictions applicable to the above referenced subject lots under certain terms and conditions:

WITNESSETH

1. TERMINATION: Those certain restrictions and covenants entered into by the owners and Association as recorded in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia, are hereby terminated and are no longer effective to restrict or encumber the subject lots; provided, however, that all other restrictions and covenants and amendments thereto, recorded in the Office of the Clerk of Superior Court, Chatham County, Georgia effecting subject lots, including but not limited to those recorded in Deed Record Book 99-D, Page 857, 114-X, Page 5 and 173-H, Page 649, shall remain in full force and effect it being the intent of this Amended Declaration of Covenants and Restrictions to only terminate those restrictions and covenants recorded in Deed Record Book 185-I, Page 237, records, Clerk, Superior Court of Chatham County, Georgia

2. ASSESSMENTS: Owners will pay a sum of \$ 3,000.00 to the Association to reimburse the Association for those Assessments through the 2006 which were excused by the aforesaid

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PAGE  
436

Covenants recorded in Deed Record Book 185-I, Page 237 and owners, their heirs, executors, administrators, successors or assigns shall henceforth pay Association Assessments on both said lots. IN WITNESS WHEREOF, these covenants and restrictions have been executed under seal by the duly authorized officers of the Association and the owners who have set their hands and seal effective as of the date first above written.

DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
President Title

Attest: [Signature]  
Secretary Title

312 L  
437  
DUON  
TAGL

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness

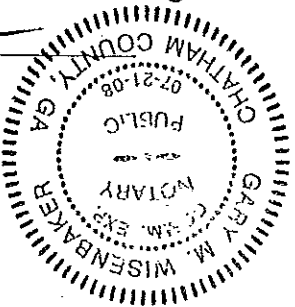
[Signature]  
Notary Public  
Chatham County, GA  
BARBARA M. BAGGETT  
My Commission Expires  
November 11th, 2008

[Signature]  
Barry M. Sheehy  
[Signature]  
Christine Sheehy

Signed, seals and delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
Chatham County, GA





Phase 14  
Dutch Island

## Phase 14

### *Declarations*

1. Subject to the same declarations and amendments as Phase 12. See Phase 12.



Phase 15  
Dutch Island

## Phase 15

### *Declarations*

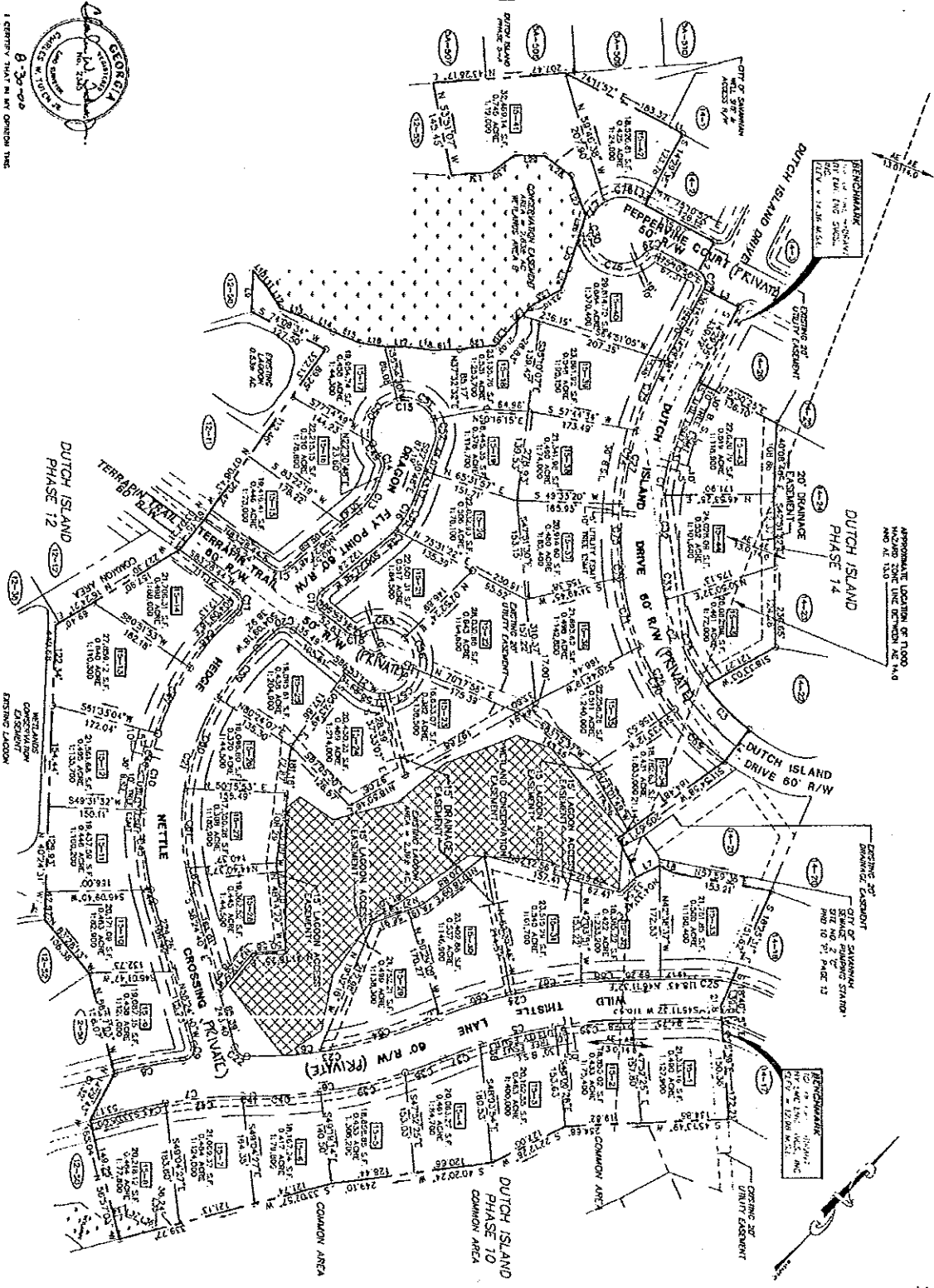
1. Subject to the same declarations and amendments as Phase 12. See Phase 12.

I CERTIFY THAT IN MY OPINION THE  
 MAP IS A TRUE AND CORRECT  
 COPY OF THE ORIGINAL AS  
 FILED IN THE OFFICE OF THE  
 CLERK OF SUPERIOR COURT  
 IN THE COUNTY OF CHATHAM,  
 GEORGIA, ON THIS 15th DAY OF  
 APRIL, 2010.

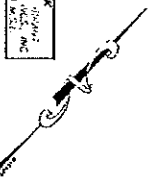


Charles M. Turner  
 Georgia Professional Surveyor  
 No. 12345  
 1000 1/2 1st St.  
 Savannah, GA 31401  
 Phone: 912.232.2920

SHEET 2 OF 2



APPROXIMATE LOCATION OF FLOOD  
 HAZARD ZONE LINE DETERMINED BY FAD  
 AND AT 1:50



2010-5-35  
 SUBDIVISION PLAT OF PHASE 15, DUTCH ISLAND  
 SIXTH G.M. DISTRICT,  
 CHATHAM COUNTY, GEORGIA  
 SURVEYED FOR  
 DUTCH ISLAND, L.L.C.

EMC ENGINEERING  
 SERVICES, INC.  
 Post Office Box 8101  
 23 East Charlton Street  
 Savannah, Georgia 31412  
 Phone: 912-232-6533  
 Fax: 912-232-2920



NO.	REVISION	DATE

DATE	08/20/00
SCALE	1" = 100'
PROJECT	2010-5-35
SHEET	2 OF 2