

ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: SEPTEMBER 12, 2022

Applicant/Agent: WENDALL A. KESSLER

Applicant Email Address: WENDALLKESSLER505@MSN.COM

Phone # 912-663-5248

Applicant Mailing Address: 102 ENGLISH MANOR

City: GUYTON State: GA Zip Code: 31312

Property Owner, if different from above: PROPERTY IN NAME OF AMBY DEVELOPMENT
A GEORGIA CORP OF WHICH I AM PRESIDENT
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): SAME AS ABOVE

Phone # _____

Owner's Mailing Address: SAME AS ABOVE

City: _____ State: _____ Zip Code: _____

Property Location: ADJACENT TO 477 OLD RIVER + STONEGATE

Proposed Road Access: OFF OLD RIVER ROAD

Present Zoning of Property: PD Proposed Zoning: ARI

Tax Map-Parcel # 03290026 Total Acres: 23.30 Acres to be Rezoned: 23.30
LAKE, LOW LAND, POWER LINE EASEMENT, SOME HIGH
Lot Characteristics: ENOUGH TO BUILD A HOME.

WATER

SEWER

Private Well

Private Septic System

Public Water System

Public Sewer System

If public, name of supplier: CHATHAM UTILITY AVAILABLE.

Justification for Rezoning Amendment: BALANCE OF STONEGATE PROPERTY
NEVER INTENDED TO BE PD. LEFT OVER LAND

List the zoning of the other property in the vicinity of the property you wish to rezone:

North ARI South PD East ARI West ARI
STONEGATE

1. Describe the current use of the property you wish to rezone.

LAKE WITH SMALL ^{LAKE} HOUSE ON IT
AND A STORAGE BUILDING

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?

YES BUT NO NEED FOR PD, NEEDS
TO BE AR-1 AS NOT PART OF STONEGATE

3. Describe the use that you propose to make of the land after rezoning.

CONSTRUCT ONE HOME FOR LIVING.
SINGLE FAMILY

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?

SINGLE FAMILY HOMES

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?

WOULD BE SAME SINGLE FAMILY
HOME

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

NO

Applicant Signature: Cecil R. Kunk Date 9-12-2022

ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed

Amendment to the Effingham County Zoning Ordinance by virtue of a deed date

August 26, 2002, on file in the office of the Clerk of the Superior Court of

Effingham County, in Deed Book 864 page 403.

I hereby certify that I am the owner of the property being proposed for Rezoning Amendment Approval, and I have answered all of the questions contained herein and know the same to be true and correct. I hereby acknowledge that I have reviewed the application checklist, and further acknowledge that any omission of the items above will cause a delay in the review of my request.

Owner's signature Wendall A. Kessler, PRESIDENT

Print Name WENDALL A. KESSLER

Owner's signature Cynthia J. Kessler Secretary

Print Name Cynthia J. Kessler



Owner's signature _____

Print Name _____

Sworn and subscribed before me this _____ day of _____, 20 _____.

Notary Public, State of Georgia

FILED IN CASE NO. 864
D.D. BY 403
PAGE 1 OF 1

403

02 AUG 28 AM 8:52

ELIZABETH A. HURSEY
CLERK E.C.C.S.C.

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 620.00
Date 8-28-2002
Elizabeth A. Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Clela H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blitch; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

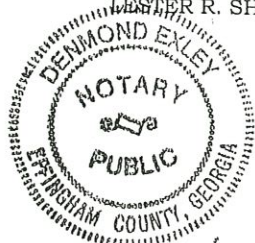
SUBJECT to restrictive covenants and easements of record. *MS*

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 PARTY, its successors 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 hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE

Signed, sealed and delivered
in the presence of:
Beth De M. Bell
Unofficial Witness
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02



Katie Dunnigan

From: Dennis Parris <dennis.parris@bellsouth.net>
Sent: Wednesday, October 5, 2022 2:45 PM
To: Zoning Information
Subject: EXTERNAL:23.30 acres from PD to AR-1 for (Map#329 Parcel26) located off Old River Rd.

Follow Up Flag: Follow up
Flag Status: Flagged

This property butts up to my property at the back side. The Power lines runs on the property in question. The house that is currently being built need to have its own driveway so they can stop crossing over private property. I have no problem with them completing their home as long as they put in a driveway from Old River Rd.

Sent from my iPhone

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. ****

AMBY DEVELOPMENT, INC.

102 ENGLISH MANOR

GUYTON, GA 31312

Cell: 912-663-5248

E: wendallkessler505@msn.com

TO: EFFINGHAM COUNTY PLANNING AND ZONING

REZONING REQUEST : 03290026 , PD TO AR1

Please accept this outline and additional information to this request to supplement what we discussed earlier.

- 1.) First, please find enclosed the 55 page Declaration of Covenants for Stonegate Subdivision as recorded in the clerk of court records book 1263, beginning with page 001 and continuing, together with the cover sheet intended to be provided to all purchasers of Stonegate property. This document will be referred to in the following items.
- 2.) As shown on the enclosed deed, this was originally 86.65 acres which I purchased August 26th, 2002. I now know that the entire 86.65 was rezoned from AR-1 to PUD on January 21, 2003 by the Commissioners. A copy of the purchase deed is on page 43 of the covenants, and a copy of the plat on page 44.
- 3.) In my presentation to the board for the rezoning, I pointed out that there would be some land, thought at that time to be smaller, and that there was a lake with property around it that I would continue to own but would make it available to the subdivision. These lands I did not think would be inclusive in the rezoning but they were.
- 4.) On page 4 of the covenants, item 1.23 specifically states the lake agreement and it's purpose and that it was not a part of Stonegate and not a part of the common areas. Furthermore, item 1.24 talks about these lands I wish to rezone. On page 18, Section 6.1, 6.2 and 6.3 the lake property was made available to the homeowners association for a period of time through a lease as outlined on pages 41 thru 44.
- 5.) As time went on, vandalism was occurring and other problems which made it obvious that the subdivision could not control that area of the lake. By a mutual understanding, Amendment number 2 of the covenants was recorded in book 02041 pages 0347 and 0348 which

put on public record the lease being cancelled for the Lake and the subdivision losing all rights to that area. This was done at the time I relinquished my rights and turned over control to the Association. A copy is enclosed of that filing, signed by Stonegate Amenities President, Treasurer and Secretary. That filing was done September 28, 2011.

- 6.) I think the 23.30 acres is basically accurate. If you take the 86.65 acres that was originally purchased, deduct 10.77 acres of roads, deduct 11.17 acres that was transferred to Stonegate Amenities Inc. as common areas, deduct 33.50 total acreage for the 134 lots, and deduct 7.91 acres which I sold to Lakeside Water which subsequently sold to Chatham Utility Management, that leaves 23.30 acres of land left which I ask to be rezoned. It is shown on the map as outlined on the tax assessors map enclosed.

So, I think the documents show that I always intended to retain ownership of this property and never intended it to be part of Stonegate. I was going to allow them, as well as others, to use the property as long as they could be good stewards, but when that could not happen and they did not want the liability we had to call that quits.

There was always one piece of property up front which fronted Old River Road that I intended to sell and that is the reason I had pointed that out to the Commission in the beginning. My purchaser wishes to build back by the lake instead, so there will still be only one home built on the property. Donnie Bradshaw has been there and has verified that septic can work, however water and sewer is available thru Chatham Utility Management through existing connections.

This will be in keeping with all other homes in the neighborhood and will enter from an existing drive from Old River Road.

This is to put the land back to the zoning it was originally at.

Thanks for your consideration,



Wendall A. Kessler, President
Amby Development Inc.

STONEGATE

(A Planned Unit Development)

Property: 86.65 acres shown as parcel number 1 on a property survey for Amby Development, Inc. by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C

Property Location: On the east side of Old River Road, approximately 3/10 miles South of Highway 80 and approximately 2 miles North of Interstate 16. Property begins just north of the intersection of Central Avenue and Old River Road.

Property Ownership: Amby Development, Inc. per warranty deed dated August 26, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 864, Page 403.

Purpose: To provide a development with various styles and price ranges of homes to fit a broader market base. The PUD zoning and the approval of our plans as submitted will allow us to conserve more trees with smaller set backs and narrower road right of ways than those provided for under a standard R-1 zoning. If study plans show the need for a day cares within the facility, that should be allowed under the PUD zoning classification.

Land Zoning History: Property is presently zoned AR-1, even though several boards have heard and approved re-zoning classifications and previous subdivision plans as outlined.

1. A plat of this property divided into 86 lots was recorded in 1975 before the inception of present zoning ordinances.
2. Due to the developer at that time finding that the shape and location of the lots would not work due to wetlands and health department issues, a new plan was brought before the Planning Board on November 28, 1978 and before the County Commission on December 5, 1978. During these meetings the approval for the first phase of a subdivision of 120 lots was approved. Even though that subdivision was never recorded, the evidence of it remains today in the road clearings and initial work that was done on the property according to that plan.
3. The Planning Board of Effingham County heard a re-zoning request on July 22, 2002 to rezone this property from AR-1 to R-1. It was the approval of that board to grant the re-zoning request and to allow for 50 foot road right of ways, provided a proper buffer was placed along Old River Road and the property line by Wayne Dasher and provided an agreement was reached between the Developer and the Owners of property along the Lake.
4. The County Commissioners have tabled the action taken by the Planning Commission in item 3 for the following reasons:
 - Lake agreement was not signed and executed at the time of the Commission meeting
 - Questions about the existence of a prior subdivision and what could

legally be done under the ordinances in effect at the time the subdivisions were or were not created.

- Developer asking that it be tabled so that the PUD re-zoning could be pursued instead of the R-1, based upon recommendation of the County Planner and County Administrator.

Land Characteristics: The total tract of land to be developed is 86.65 acres in size. This is comprised of a dug lake (an old sand pit) which contains 19.60 acres including the banks and land surrounding it. Next to the lake area is a power line easement containing approximately 2.5 acres with the balance of 64.55 acres being mostly wooded land. The following items should be noted:

- According to studies made by a soil scientist and submitted to our engineer who in turn is working with the State of Georgia EPD, the 7.65 acres shown on the site plan is more than adequate to accommodate a sewage facility to handle the development submitted.
- According to studies made by our engineer, the areas left to be used for water retention and detention are adequate to handle the storm water for the development submitted.
- The part of this property to be developed into lots has been submitted to the United States Army Corps of Engineers for wetlands delineation. Per the letter from that agency dated August 19, 2002, they have found to exist 2.44 acres of wetlands which fall under their jurisdiction. This development will impact .50 acres or less of that area and has been approved under nationwide permit number 39.

Surrounding Property: A large tract of land which lies East of and in back of this property is timberland owned by Sustainable Forests. The land to the North is residential, west is Old River Road which has residential and some commercial property and to the South is residential and Central Avenue. The following will minimize the impact to the surrounding property:

- 1) The property owners to the North who border the Lake have already entered into an agreement with the Developer to their satisfaction. (Ehhibit 1, attached)
- 2) A dirt berm of approximately 4 foot in height and 15 feet of width at the base is to be established along the West and South property lines of the development. This berm will be planted with Elaeagnus, a dense growing plant that reaches heights of 15 to 20 feet. This will provide a vegetative buffer, which will add to the trees which, will be left in the rear of the homes placed along those areas. (This is a berm of the type and nature of the one which exists to buffer the development on the other side of Old River Road. This is what the property owner which spoke at the Commission meeting asked for in lieu of a fence of any kind. This is also what Commissioner Sapp asked for, speaking as an individual and not as a commissioner, having excused himself from the hearings)
- 3) The entrance to the development will be left mostly natural except for the winding entrance drive that will be marked by a stone entrance sign. All lighting will be directional in a manner as to not be obtrusive to travelers on Old River Road or residents across the highway.

Utilities: Utilities are to be furnished as follows:

- 1) Electric Power furnished by Savannah Electric and Power. Adequate Power lines are already in place with preliminary engineering already begun by the power company. We have negotiated with Savannah Electric and Power for 10 foot easements for them to place their underground service upon.
- 2) Water is to be furnished by a private water system. State approval already received for 120 lots with the balance of the water taps permits needed coming either from the water bank of Effingham County, another private permittee or other source suitable to the State of Georgia and the Health Department.
- 3) A private sewage system is to be installed to meet the specifications of the State of Georgia. This type of system will allow for fewer trees to be removed on each lot, as individual drain fields will not have to be installed.
- 4) Television and Internet service will be available through cable installed by Comcast Cable through a contract already agreed upon.
- 5) Telephone service will be available through Bell South. They have already been contacted and advise that they have adequate cable and lines to meet the demand created by this development

Roads: Present and planned roads are as follows:

- Old River Road is adequate of handling the traffic to and from this development without any upgrades having to be made to this 100-foot right of way county road. It is noted that this is a road rated for 56,000 pounds which is used daily for large trucks to transport materials to and from the Meldrim Plant of International Paper. It is felt that if allowing this type of traffic upon this road is not detrimental to Old River Road, then the additional vehicle traffic and construction. The speed limit on this road is presently 50 miles per hour.
- The development is to be entered into by a single entrance from Old River Road. This entrance will be placed directly opposite from Maureen drive, a short dead end drive that services 5 houses.
- There exists now a dirt access road which serves the Power Line Easement. This road will remain and be modified to provide for an emergency entrance / exit from the development in the rare event that a major accident or other event that would impede traffic flow at the entrance of the development would occur.
- All roads within the development would be 50 foot right of ways minimum and be paved to Effingham County specifications with 22 feet of pavement, plus curbing where it applies.

Schools: Children from this development would presently attend elementary grades K-5 at Sand Hill Elementary. Middle and High School Students would attend South Effingham Middle and High schools respectively. In talking with school officials, they caution that each year attendance lines are subject to change, new schools are subject to be built and existing schools subject to expansion as the needs dictate.

STONEGATE

THE ENTRANCE TO THREE DIFFERENT SECTIONS

Arrangement: In order that a wide variety of people's needs might be met, Stonegate will be divided into these three separate sections.

- 1) **Pebblestone:** A section with typical 65 foot frontage lots, 50 foot right of way streets with 24 feet paved back of curb to back of curb, having roll over curbing on streets. This section to have all piped storm water drainage. Typical lot arrangement will entail 6 feet of grassed area between street curbing and a 4-foot wide sidewalk to be located on each side of the road where houses front the road. Building set backs will be 25 feet minimum front and rear, 5 foot on sides and 15 feet on corner sides. Sidewalks will also be provided along with side lot lines of lots located on the two-connector streets. Lighting in this section to be provided by old style street lights with one globe located along the top of each, one approximately at each of the lot corners. The plans call for three park squares at the ends of the streets, to have park benches and ornamental trees and shrubs. This side of the development will also contain the sewage drain field that may be used for soccer, Frisbee, softball, etc. play. It is noted that no clay may be placed upon the area, but this provides a large amount of green space for recreation. Two tennis courts, a swimming pool and an activity building are to be constructed in this section, as well as a fishing dock and walking trails at and near the lake. The homes in this section will be typically \$110,000 to \$130,000 and above, depending on the plan and options selected.
- 2) **Cobblestone:** This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within the inner perimeter of this section, which will connect to the center of the development, and on to the Pebblestone section and Ballastone section. The homes in this section will typically start in the \$140,000 range and go up from there depending on the plan and options selected.
- 3) **Ballastone:** This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within this section which will connect to the center of the development and on to the Pebblestone section and Cobblestone section. The lots in this section are typically deeper and will be reserved for larger homes which we expect to be in excess of \$200,000, depending on the plan and options selected.

Density: This total development is made up as follows:

- 1) One lot which will enter from the service road shown upon the plat and will face Old River Road. This lot contains approximately .45 acres and will be sold as a separate

lot or sold to the individual who owns the adjoining land. The amenities of the development will be available to the purchaser of this lot, just as they are being made available to the other property owners who adjoin the lake, upon payment of the dues set forth in the homeowners association to be formed.

- 2) The lake and the property around it upon which picnic tables, charcoal grills walking trails, and a fishing dock will be placed contain 19.60 acres.
- 3) The power line easement shown on the plat that is not a part of the lot which faces Old River Road will become green space and contains 2.50 acres.
- 4) Pebblestone section will contain 59 home sites on 27.50 acres = 2.145 units per acre.
- 5) Cobblestone section will contain 42 home sites on 18.50 acres = 2.27 units per acre
- 6) Ballaststone section will contain 33 home sites on 18.1 acres = 1.823 units per acre

Development Schedule: At the present time it is planned for the whole development to be constructed at one time. This need may or may not change as final engineering is completed.

Covenants: Agreements and provisions which will govern the use, maintenance and continued protection of the planned unit development, vegetative buffers, open spaces and amenities will be completed and ready for filing at the time of the final plat approval by the Commissioners of Effingham County in addition to the Lake Agreement which has already been executed by the property owners who adjoin the lake on this property.

Pre-Construction Meeting: Developer has met with the County Administrator, County Planner and with Commission Sapp in whose district this development lies and asked for their input and approval of the plans submitted. The plans submitted are a result of those meetings in which it was asked to have open drainage in the Cobblestone and Ballastone sections. These meetings were held in keeping with the ordinance on PUD where a developer may meet with County planners while preparing plans in order that unnecessary engineering can be avoided.

Request: It is the developer's request at this time to have the land rezoned to a PUD based on the sketch plans shown. It is asked that a day care be allowed to exist in the area in and around the Club House shown if studies show it to be needed and if engineering studies and State EPD shows that the drainage site can handle this additional load, which preliminary studies show that it will.

It is further recommended that permission be granted for a Land Disturbing Permit to be issued for the purpose of cutting timber and clearing of road right of ways, sewage site and lot underbrush as soon as the Commissioners give their approval to the PUD sketch plan. This will allow for final grading, filling and other work to be done for the sewage site so that final approvals can be received from the State of Georgia EPD. It is understood that no storm drainage pipe, water pipe or final grading of roads will be done until the preliminary plans with the engineering data is submitted and approved.

2

STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

FILED FOR RECORD
BOOK
PAGE NO. PAGE

AMENDMENT NUMBER 2 TO COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

02011 SEP 28 AM 7:47

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS made and published this _____ day of _____, 2011 by AMBY DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as "Declarant," having its principal office in Effingham County, Georgia.

WITNESSETH

WHEREAS, a GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION was recorded on the 21st day of April, 2005 in deed book 1263, page 001 in the Office of the Clerk of the Superior Court of Effingham County, Georgia; and

WHEREAS, Paragraph XX contained in the GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION allows for amendments to those covenants and restrictions by the Declarant until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association; and

WHEREAS, a previous amendment known as AMENDMENT NUMBER 1 TO COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION was recorded on the 30th day of August, 2005 in deed book 1328, page 353 in the Office of the Clerk of the Superior Court of Effingham County, Georgia; and

WHEREAS, a lease shown as EXHIBIT I of the COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION existed on a parcel of land located adjacent to Stonegate Subdivision and was commonly referred to as THE LAKE. Notice is hereby given that under item (a) of the terms and conditions of that lease that the Lessor did determine the property was not being maintained or used for the purpose of or being cared for as outlined in that lease. As a result, everyone who had use of the property outlined in that Lease has lost the use of that property. This notice was previously given to the residents and property owners of Stonegate in writing with this addendum serving to place that notice on public record; and

WHEREAS, a lease shown as EXHIBIT H of the COVENANTS AND RESTRICTIONS FOR STONEGATE SUBDIVISION exists on a parcel of land located within Stonegate Subdivision and is commonly referred to as THE BALLFIELD. Notice is hereby given of the sale of that property from Declarant to LAKESIDE WATER COMPANY, INC. Under that sale LAKESIDE WATER COMPANY, INC. agreed to retain that Lease under the same terms as conditions found therein; and

WHEREAS, it is the desire of the Declarant to now relinquish its right to name ^{02041 0348} members of the Board of Directors of the Association. For this purpose Declarant wishes to amend Paragraph V, section 5.2 to show three officers of the Association being named to which control of the Association is to be assumed at this time. Gordon E. Brooks, II to act as President, Joyce Draugelis to act as Secretary and Katie Oglesby to act as Treasurer. These officers are to serve through the end of the year 2011 at which time they may be elected by the members of the Association for subsequent terms. It is hereby agreed and understood that all business of the Association will be conducted by its by-laws and the terms and conditions of these Covenants after the time of this filing.

WHEREAS, it is agreed and understood that Declarant is NOT transferring responsibility of the Architectural Review Committee to the Association at this time.

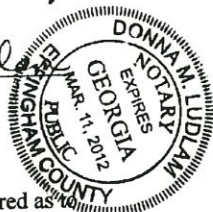
WHEREAS, it is understood that the transfer of common property will be executed by Declarant and accepted by Association in accordance with the Covenants and the mortgage mentioned in paragraph 5.7 of the covenants executed.

IN WITNESS WHEREOF, Declarant and officers of the Association have caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

Signed, sealed and delivered as to
Declarant in the presence of:

Melissa S. Smith
Witness

Donna M. Ludlow
Notary Public



AMBY DEVELOPMENT, INC.

By: *Wendell A. Kessler*
Wendall A. Kessler, President

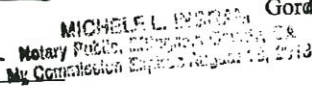
Attest: *Cynthia J. Kessler*
Cynthia J. Kessler, Secretary



Signed, sealed and delivered as to
Association in the presence of:

Michele L. Ingram
Witness

Michele L. Ingram
Notary Public



STONEGATE AMENITIES, INC.

By: *Gordon E. Brooks, II*
Gordon E. Brooks, II, President

By: *Katie R. Oglesby*
Katie Oglesby, Treasurer

Michele L. Ingram
Witness

Michele L. Ingram
Notary



Melissa S. Smith
Witness

Casey D. Davis
Notary

By: *Joyce Draugelis*
Joyce Draugelis, Secretary

Casey D. Davis
Notary Public, Ettingham County, Georgia
My Commission Expires December 6, 2013



Amby Development, Inc.

102 English Manor
Guyton, GA 31312

Phone: 912-748-8363
Fax: 912-748-8386

TO: All Purchasers of Property in Stonegate Subdivision

FROM: Amby Development, Inc.

The development plan of Stonegate Subdivision incorporates three different sections; Pebblestone, Cobblestone and Ballastone. These are three different areas of the same development, all sharing the same Amenities and Common Areas and abiding by the same Declaration of Covenants and Restrictions. Basically, the only difference between the three sections is the lot sizes and the square footage requirements for the houses to be built in each section.

One of the advantages of Stonegate Subdivision is the number of amenities that exist, both on Common Areas of the development and on adjacent lands which are made available to the Homeowners Association. Your ownership will make you a member of Stonegate Amenities, Inc., the Association which will hold title to all of the common areas within the subdivision as well as the items of property set forth in the Declaration of Covenants and Restrictions.

The adjacent lands which are being made available to the Association contains a Lake and adjacent properties which can be used for camping and recreation. Also, there is an area adjacent to the Club House which is to be used for Recreation. The Homeowners Association has use of this property for the purposes and under the conditions which are stated within the leases attached to the Declaration of Covenants and Restrictions. Special care should be taken of these areas so that the Association and its Members do not lose the use of these properties.

Stonegate Subdivision is serviced by private water and sewer systems that are presently owned by Amby Development, Inc.. Additional utilities available will include Savannah Electric, Bell South and Comcast Cable.

Stonegate will be serviced at the present time by mail delivery from the Bloomingdale, Georgia post office. A post office is also available for PO Box delivery in the nearby community of Eden, Georgia.

School age children from Stonegate Subdivision will attend the Sandhill Elementary School, South Effingham Middle School or South Effingham High School according to the present school districts, depending on their grade in school.

All purchasers of any Lot within Stonegate Subdivision should obtain a copy of the Declaration of Covenants for this development for further information and understand all the terms and conditions contained in that document before purchasing.

Receipt acknowledged this _____ day of _____, 20__.

Purchaser

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

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GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

THIS GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS made and published this 21st day of APRIL, 2005 by AMBY DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as "Declarant," having its principal office in Effingham County, Georgia.

WITNESSETH

WHEREAS, Amby Development Company, Inc., a Georgia Corporation, is the owner of that certain tract or parcel of land known as: All that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty Five Hundredths (86.65) acres, more or less, and more particularly described in Exhibit "A" attached hereto, being the warranty deed recorded in deed book 864, page 403 and by reference made a part hereof; and further being known and designated as Parcel 1 as shown on the plat of said lands made by Warren E. Poythress, R.L.S. # 1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C and more particularly described in Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, a portion of the aforesaid tract has been subdivided into Stonegate Subdivision, according to maps recorded in Subdivision Plat Cabinet C, pages 77C-1, 77D-1, 77E-1 and 77F-1 in the office of the Clerk of Superior Court of Effingham County, Georgia and shown on Exhibits "C", "D", "E" and "F" attached hereto and by reference made a part hereof; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant has caused to be created a non-profit Georgia corporation, Stonegate Amenities, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said

Subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant for a period of twenty (20) years from the Date this Declaration is recorded, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

PARAGRAPH I
DEFINITION OF TERMS USED HEREIN

1.1 DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to AMBY DEVELOPMENT, INC., a Georgia Corporation.

1.2 DECLARATION. The word "Declaration" wherever used in this document shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

1.3 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

1.4 STRUCTURE. The word "Structure" wherever used in this Declaration means and refers to : (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; or (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow on surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.4 applies to such change.

1.5 LOT. The word "Lot" wherever used in this Declaration means and refers to any lot shown on a subdivision map of any section of Stonegate Subdivision of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. The number following the word "lot" refers to the particular lot so numbered on any subdivision map of a section of Stonegate Subdivision.

1.6 SAID PLAT/SAID SUBDIVISION MAP. The words "said Plat" or "Said

Subdivision Map” wherever used in this Declaration meaning and referred to the Plats which are recorded in Subdivision Plat Cabinet C, pages 77C-1, 77D-1, 77E-1 and 77F-1 of the records in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

1.7 ASSOCIATION. The word “Association” wherever used in this Declaration means and refers to Stonegate Amenities, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, its successors and assigns.

1.8 BOARD. The word “Board” wherever used in this Declaration means and refers to the Board of Directors of the Association.

1.9 PERSON. The word “Person” wherever used in this Declaration means and refers to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.10 SAID PROPERTY. The words “Said Property” wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.

1.11 SETBACK. The word “Setback” wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.

1.12 COMMON PROPERTIES. The words “Common Properties” wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements thereon, and any person property or equipment, with respect to which the Developer grants, assigns, or conveys to the Association, title interest in, or rights of use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing. Any area designated as “common area” on any subdivision map of any section of Stonegate Subdivision shall be considered Common Property. Additionally, any area surrounding a lagoon and lying between the water edge and the rear lot lines of surrounding Lots shall be considered Common Property.

1.13 OWNER. The word “Owner” wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot and dwelling house situated upon said property, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.14 MEMBER. The word “member” wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

1.15 STREET. The word “Street” wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, parkway, drive, place, court, road, terrace, way, circle, or row.

1.16 ARCHITECTURAL REVIEW COMMITTEE (ARC). The words "Architectural Review Committee" or "ARC" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

1.17 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a group of not more than three persons not all so related, maintaining a common household in a dwelling house.

1.18 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers to Stonegate Subdivision.

1.19 STONEGATE. The word "Stonegate" wherever used in this Declaration means and refers to Stonegate Subdivision in its' entirety, including the Pebblestone, Cobblestone and Ballastone Sections.

1.20 PEBBLESTONE. The word "Pebblestone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 1 through 64, inclusive.

1.21 COBBLESTONE. The word "Cobblestone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 65 through 101, inclusive.

1.22 BALLASTONE. The word "Ballastone" wherever used in this Declaration refers to that section of Stonegate Subdivision containing lots 102 through 134, inclusive.

1.23 LAKE AGREEMENT. The words "Lake Agreement" wherever used in this Declaration refers to that declaration of protective covenants published August 25, 2002, and more particularly described in Exhibit "G" attached hereto and by reference made a part hereof, created to preserve the beauty and integrity of Lake Jean, located on the part of the 86.65 acres herein described which is not a part of Stonegate Subdivision and is not a part of the common areas or lands dedicated herein to the Association.

1.24 ADDITIONAL PROPERTY. The words "Additional Property" wherever used in this Declaration refers to land which will continued to be owned by Declarant which includes but is not limited to (a) well site and all water pipes and parts of the water system, (b) Sewer treatment Plant and all collection pipes, (c) Sewer treatment plant, (d) drain field area and lands adjacent to it not marked on plat as "common area", and (e) lands located north of service road shown on plat which contains Lake Jean and lands surrounding it.

1.25 AMENITIES AREA. The words "Amenities Area" wherever used in this Declaration will refer to the Club House area which contains pool, tennis court, basketball court, playground equipment, club house and parking lot, and also may refer to property that may be leased from Declarant for the purpose of recreation.

PARAGRAPH II

USES PROHIBITED AND PERMITTED

2.1 All lots shall be restricted exclusively to a single-family residential use. No

Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences within the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in the Property. Declarant specifically reserves the right to establish a model home to be used by Declarant and/or real estate agent employed by Declarant or his agent.

2.2 No building, other than a detached single family dwelling house and an accessory outbuilding that is approved by the Architectural Review Committee shall be erected, constructed, or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house and an accessory outbuilding. A detached private garage for the use of the owners or occupants of the Lot may be erected subject to approval by the ARC. Accessory outbuildings and detached garages may not be built or constructed any earlier than the time the dwelling house on said lot is erected.

2.3 It is the intention and purpose of these covenants to ensure that all dwellings, outbuildings, garages, structures and enclosures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings, garages, structures and outbuildings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Review Committee. It is required that the ARC approves all plans before they are submitted to the County Building and Zoning office for approval.

2.4 When the construction of any building or any Lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable period of time. For purposes of this section 2.4, twelve (12) months or less will be considered a reasonable period of time. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration, as well as applicable ordinances of Effingham County, Georgia.

2.5 The location of each dwelling and other structures on a Lot shall be subject to approval in writing by the Architectural Review Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth herein.

2.6 No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such dwelling house as is permitted hereby and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such

construction.

2.7 No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarden or nursery school, sanitarium, beauty shop, barber shop, asylum or institution, and no noxious, dangerous or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the properties in the Subdivision. This prohibition also includes single person businesses that are normally permitted under Effingham County zoning laws in areas zoned for exclusive single family residential purposes.

2.8 Except as otherwise set forth herein, no animals, birds or fowl, including but not limited to, hogs, cattle, roosters, guinea hens, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose.

2.9 Except as otherwise set forth herein, domesticated animals limited to a dog and/or a cat may be kept as pets for the pleasure of the occupants of said property. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. Such domesticated animals shall be housed and maintained within the dwelling at all times except for times taken outside for periods of exercise and for the purpose of allowing the domesticated animal to perform bodily waste functions. The domesticated animal shall at all times when outdoors for these purposes be within a fenced yard or on a lease. The domesticated animal shall at all times be restrained from barking or other noise nuisances by whatever means necessary to include the use of a bark collar, if necessary. Any waste material generated by the domesticated animal should be treated and immediately scooped and disposed of in an acceptable container within the owner's dwelling or trash receptacle. No dumping or disposal of this waste material shall be allowed within public trash receptacles. The prevailing Effingham County leash Ordinance shall apply to such domesticated animals in addition to the provisions made herein.

2.10 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

2.11 The following vehicles must be located on a Lot in either a driveway or garage: cars, pickup trucks, jeeps and vans. There shall be no parking on the streets.

2.12 Lawn mowers, lawn equipment, tractors, tractor equipment, boat trailers, utility trailers, campers, motorcycles, motor homes, and all recreational vehicles shall be stored in an approved storage facility. The storage facility may be off site, within the garage of the dwelling house, or be situated behind the dwelling house where the vehicle/trailer/item cannot be seen from the street in front of the house. Provided,

however, that if such a Lot is a corner Lot and the vehicle/trailer/item is to be situated behind the dwelling house, then the Owner must also screen the vehicle/trailer/item from view from the street to the side of the subject Lot. The storage facility or method of screening must be approved by the Architectural Review Committee. In the sole discretion of the ARC, fencing may be an approved method of screening.

2.13 No vehicle or trailer of any type may be kept or stored in the street right of way.

2.14 No 4-wheelers, golf carts, lawn mowers, or any other such type motorized conveyance that cannot be licensed with a tag by a government authority shall be placed upon the streets, sidewalks, parking lots, or other areas of the subdivision except for the purpose of lawn care and landscaping.

2.15 Except for shallow wells installed for landscape irrigation, no well shall be constructed or maintained on any Lot whenever water connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Effingham County, Georgia and/or the State Health Department of Georgia.

2.16 No septic sewage disposal system shall be constructed or maintained on any Lot whenever sewer connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Effingham County, Georgia and/or The State Health Department of Georgia. It is agreed and understood that there are to be no garbage disposals installed into any dwelling house of Stonegate.

2.17 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.18 No fences or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls. Fencing of any Common Property by an adjacent Owner is prohibited. For purpose of clarification of submittals to the ARC, a wood fence, 6 foot in height, of a "shadow box" pattern, being finished on both sides equally, with a minimum of three stringer supports, one being at the top, one at the bottom and one in the middle, with all wood being pressure treated is the type and style that will generally be allowed. Due to other materials becoming available which may or may not be available at this time but may become available at a later date, the ARC will consider other submittals for review and consideration. Based on the information provided with that submittal, the ARC may or may not, at their sole discretion, approve other materials and styles than that outlined herein. At the time of submittal, a lot plan showing the dwelling and any other structures on that lot and the location of the proposed fence should be shown. In no case will a fence be allowed further forward on a lot than the front corner of the house on the side the fence is located. In any case where two Lots share a common property line, it is required that any fences which may be placed along that common property line be placed on the property line of the lot, notwithstanding if the adjacent property owner is willing to share in the cost of said fence. It is hereby agreed to by all parties by the receiving of the

title to any lot that fences shall be placed along the property line as determined by plat and survey, and that each property owner is responsible for the care, maintenance and upkeep of the fence on their side of the property line, regardless of which property owner erected the fence. It is further agreed and understood and granted by all property owners by the receiving of title in any Lot that the adjacent property owner shall have the right to enter onto their Lot for the purpose of constructing a fence along a common property line. In the case of the conveyance of title of any property on which a fence is located along the property line, it is understood that one-half ($\frac{1}{2}$) interest in that fence shall be conveyed along with the title to said property, along with the responsibility for its care, maintenance and upkeep.

2.19 No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or other form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the ARC. It is hereby specifically understood that the ARC will approve the small dish such as that used by dish network or like company as long as said dish is not visible from the road, but shall still be submitted to the ARC for written approval. In no event shall freestanding transmission or receiving towers be permitted on any Lot.

2.20 No outside clotheslines shall be placed on any Lot.

2.21 No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

2.22 No Nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

2.23 No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot so as to render the same unsanitary, unsightly or offensive. Trash, garbage, or other waste shall be kept in sanitary containers and shall be situated behind the dwelling house, where the container cannot be seen from the street in front of the subject Lot or from the side street in the case of a corner Lot. Such containers shall also be screened from view from the rear of the Lot and from view from any adjacent Lot. The method of screening from view shall be established by the Architectural Review Committee.

2.24 No dwelling house in Stonegate Subdivision may exceed two stories in height.

2.25 No window air conditioning unit may be located in any part of any Dwelling or Accessory Structure in any section of the subdivision which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or

planting shall first be approved by the Architectural Review Committee. In addition, in the Pebblestone Section of the subdivision, all exterior compressor units must be located in the rear of the dwelling.

2.26 Any screen porch which is part of any Dwelling or Accessory Structure must have a dark color screen, and no bright silver finish screens may be used.

2.27 Silver-finish aluminum doors (including sliding doors) and windows shall not be approved. Factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the Architectural Review Committee for approval.

2.28 Driveways shall be constructed with concrete. However, other material may be approved by the Architectural Review Committee if any exception is requested when plans are submitted to the ARC for approval. Existing trees, topography and landscape planning should be taken into consideration and where possible driveways should bypass these, leaving them undisturbed.

2.29 No plumbing vent or heating vent shall be placed on the front side of any roof or any Dwelling or Accessory Structure, and any such vent shall be painted the same color as the roof on which it is placed.

2.30 A mailbox shall be provided to each Lot to the Builder by the Declarant at the time of construction and shall be placed in the location shown by the Declarant. This mailbox is an additional cost and not included in the sales price of the Lot. This is the only mailbox that shall be located on any Lot. The mailbox becomes the property of the Owner and is his responsibility to keep it maintained and in proper condition. If said mailbox shall become damaged, stolen, or otherwise non-functioning, it is the responsibility of owner to repair and/or replace it with like kind and quality.

2.31 A light will be furnished to each Lot to the Builder by the Declarant at the time of construction and shall be placed in the location shown by the Declarant. This light is an additional cost and is not included in the sales price of the Lot. This light may be incorporated into the mailbox stated in section 2.30 above at the sole discretion of the Declarant. The light becomes the property of the Owner and is his responsibility to keep it maintained, operating and in proper condition and to furnish electricity to light at all times. If said light shall become damaged, stolen, or otherwise non-functioning, it is the responsibility of owner to repair and/or replace it with like kind and quality.

2.32 No lumber, bricks, stones, concrete blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Dwelling or Accessory Structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction of the improvements for which the materials or devices are to be used.

2.33 All roofs of any structure on any Lot of Stonegate Subdivision will be a minimum pitch of 7/12 and be covered with an Architectural Style of Shingle, similar to but not limited to the Timberline Style as manufactured by GAF Materials Corporation. The colors to be approved will be limited to the colors of Charcoal, Weathered Wood or

Heather as manufactured by GAF Materials Corporation or a color to be determined equal to these in a shingle manufactured by another manufacturer, at the sole judgment of the ARC.

2.34 All soffits, gables, cornices, friezes, fascia, porch ceilings and overhangs shall be covered with aluminum and / or vinyl materials.

2.35 Exterior wall finishes of any dwelling in any section of Stonegate may be brick, stucco or vinyl siding or a combination of any of those materials. All colors of all materials must be approved by the Architectural Review Committee and will be limited to earth tones and neutrals. Types of materials may also be limited by the ARC in its' sole discretion as to quality and design and must be approved by the ARC.

2.36 All Garage doors are to be raised or recessed panel and shall be metal or fiberglass construction. No wood or Masonite doors will be allowed. Specific type should be submitted to the ARC at the time of plan submittal.

2.37 All exterior doors should be solid wood, metal or fiberglass. Hollow core and flush doors will not be allowed on the exterior. All door details should be submitted to the ARC at the time of plan submittal.

2.38 Windows may be vinyl, aluminum, or wood clad in vinyl or metal. All glass must be set in a frame and mounted within a jamb. No roll-out or louvered windows will be allowed. No mill finish windows will be allowed. All window details and color should be submitted to the ARC at the time of plan submittal.

2.39 No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Review Committee.

2.40 All swing sets, play equipment, athletic equipment, trampolines, play houses and any other such item must be situated behind the dwelling house where the item cannot be seen from the street in front of the subject Lot, and also in the case of a corner Lot, be screened from view from the street to the side of the subject Lot. The method of screening must be approved by the Architectural Committee. In the sole discretion of the Architectural Committee, fencing may be an approved method of screening. It is hereby expressly understood that this provision does not apply to playground equipment which may be located in the Amenities area of the subdivision.

2.41 Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction on the Lot to which the damaged curbing or street is contiguous or adjacent.

2.42 No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ARC of plans and specifications for such split, division or subdivision. Developer specifically reserves the right to split, subdivide, reconfigure or recombine its Lots.

2.43 No activity which may create erosion or siltation problems shall be

undertaken on any Lot without the prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in section XIX.

PARAGRAPH III
ARCHITECTURAL COMMITTEE

3.1 Declarant's objectives are to carry out the general purposes expressed in the Declaration; to prohibit any improvement or change in the properties which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality.

3.2 To achieve Declarant's objectives, the Board of Directors of the Association shall create an Architectural Review Committee which will be given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such ARC. Notwithstanding such fact, until such ARC has been created and is functioning, and whenever such ARC is not functioning, the Declarant reserves the right to perform all of the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the ARC.

3.3 Prior written approval shall be obtained from the Architectural Review Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, service yard, screening, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the ARC. The term "structure" as used within this paragraph shall be deemed to include by definition satellite receiving dishes.

3.4 Whenever approval is required of the Architectural Review Committee, or Declarant, appropriate plans and specifications shall be submitted to the ARC or Declarant, and no such submission shall be deemed to have been made unless and until all required information has been received. Such ARC, or the Declarant, shall either approve or disapprove such design and location and proposed construction and clearing

activities within thirty (30) days after said plans and specifications have been submitted to it, except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this article will be deemed to have been fully complied with unless a suit to enjoin the proposed construction or changes has been commenced prior to the commencement of construction. At the discretion of the ARC, or Declarant, a filing fee not exceeding \$100.00 shall accompany the submission of such plans to defray expenses. No additional fee shall be required of resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee, or the Declarant.

3.5 The approval of the Architectural Review Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the ARC of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other Lots in said Subdivision.

3.6 The Architectural Review Committee shall consist of five (5) members. Upon its initial formation, the Architectural Committee shall consist of the following members: (a) David Howard; (b) Wendall Kessler; (c) Jack Robertson; (d) Richard Yaun; (e) Floyd Zettler. Said committee members, or their replacements as elected by the Declarant, shall continue to serve until such time as the Declarant files a notice that it is relinquishing its right to designate the members of the committee by filing such notification in the Office of the Clerk of Superior Court of Effingham County, Georgia, or April 19, 2025, whichever comes first. At such time, Declarant shall cease to select the members of the ARC and such responsibility shall be assumed by the Association. The Association shall then appoint replacement members who shall serve through the end of that calendar year. Prior to the end of that calendar year, the Owners' Association shall select a registered architect or professional home designer and a landscape architect or professional landscape designer to be members of the ARC. Such architects and/or designers shall serve at the pleasure of the Association but may be terminated upon sixty (60) days written notice. The association may compensate said architects and/or designers for their time. The Association shall at the same time select three (3) representatives to be members of the Architectural Review Committee. The ARC shall continue to consist of five (5) members. The term of these five (5) members shall begin on January 1st of the year immediately following when the Owners' Association assumes the responsibility of the ARC. The term of an Association representative shall normally be two (2) years with no restriction on the number of years a representative may serve. At the first selection of representatives, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two (2) year period.

3.7 After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

3.8 Any agent or member of the Architectural Review Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the ARC under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

3.9 No owner/member of the ARC shall be entitled to any compensation for services performed pursuant to this covenant. Architects and/or professional designers may be compensated as set forth above.

3.10 Neither the Architectural Review Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) The development of any property within the Property, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or

(d) Any negligence or breach of contract by any builder carrying out construction within the Property.

PARAGRAPH IV

AREA IMPROVEMENTS

4.0 Following the date that the Declarant relinquishes its right to select the members of the Architectural Review Committee, the Declarant may still own undeveloped Lots in the subdivision. The Declarant is required to submit plans and specifications of construction for approval by the ARC. Provided, however, that the standards of approval that shall apply shall be those that were in effect during the time the Declarant selected the members of the Architectural Review Committee. Any modifications or changes, which the ARC seeks to place on the Declarant, shall be of no force or effect. As to other undeveloped Lots, the ARC can continue the standards set by

the Declarant or may make any alterations it deems appropriate.

4.1 Dwellings built upon each lot shall have a minimum square footage of heated livable space (exclusive of open porches, terraces, porticoes, patios, garages and carports). In no case shall bonus room area be considered as square footage in the equation to meet these guidelines. The following guidelines are given for approval submittals in each section of Stonegate. These guidelines will be strictly adhered to; except in the case of a dwelling with more than one story, it shall be proved that the shape of the house and the outward appearance of the house that is desired by Declarant can be achieved by a re-arrangement of the square footage. In such case, it may be approved to re-distribute the number of square feet located on each of the two floors. In no case, shall less than the total minimum square footage required for that section be approved. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback line, tree easements and drainage easements as are applicable to each Lot as shown on the subdivision map.

(a) In the Pebblestone Section, Lots 1 to 64, both inclusive, a single story dwelling house shall have a minimum square foot area of 1,300 square feet. In the case of a dwelling house having more than one story, a minimum of 1050 square feet shall be located on the ground floor plus a minimum of 400 additional square feet on a second story.

(b) In the Cobblestone section, lots 65 to 101 both inclusive, a single story dwelling house shall have a minimum square foot area of 1550 square feet. In the case of a dwelling house having more than one story, a minimum of 1200 square feet shall be located on the ground floor plus a minimum of 500 additional square feet on a second story.

(c) In the Ballastone Section, Lots 102 to 134, both inclusive, a single story dwelling house shall have a minimum square foot area of 1800 square feet. In the case of a dwelling house having more than one story, a minimum of 1450 square feet shall be located on the ground floor plus a minimum of 500 additional square feet on a second story.

(d) In Pebblestone, Cobblestone and Ballastone sections, each dwelling must have in addition to the square footages herein shown, an enclosed garage designed to house a minimum of two (2) vehicles and be attached to the dwelling. Minimum square footages of these enclosed garages shall be 375 square feet in the Pebblestone Section, 400 square feet in the Cobblestone Section and 400 square feet in the Ballastone Section. The ARC has the discretion to permit square footage in excess of the minimum set forth herein.

4.2 The desired location of the garage and the driveway of each house located in

the subdivision shall be determined by looking at the front of the Dwelling from the street.

(a) On the following lots, the desired location of the garage and driveway will be the left side of the dwelling: Lots numbers 1, 2, 3, 4, 5, 6, 15, 16, 17, 18, 19, 20, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134.

(b) On the following lots, the desired location of the garage and driveway will be the right side of the dwelling: Lots numbers 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 54, 55, 56, 57, 58, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124

It is hereby expressly understood that the ARC may allow different garage locations than those shown based on tree location, view of ponds, location of house on lot, shape of house on lot shape of lot and any other circumstances that the builder on that lot shall submit to the ARC for consideration in this matter. The decision of the ARC will become final when it renders a decision to deviate from these suggested garage locations.

PARAGRAPH V

ASSOCIATION AND COMMON PROPERTY

5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form Stonegate Amenities, Inc. to administer the common property and to carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the corporation. Each owner of a Lot in the Subdivision shall be a member of the Association. During the period in which the Declarant names the directors of the Board of Directors of the Association, the members shall not have a vote of the operation of the Association. At such time the Declarant files its notice in the Office of the Clerk of the Superior Court of Chatham County, Georgia that it is relinquishing its right to name the directors of the Board of Directors of the Association, or April 19, 2025, whichever comes first, each Lot shall then constitute one (1) vote on all Association matters without regard to the number of individuals and/or entities who hold an undivided percentage interest in any Lot.

5.2 Upon its initial formation, the Declarant selected two members of the Board of Directors of the Association. Said Directors, or their replacements as selected by the Declarant, shall continue in office until such time that the Declarant files a notice that Declarant is relinquishing its right to name the members of the Board of Directors by filing such notification in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or April 19, 2025, whichever comes first. At such time, the

responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws.

5.3 Prior to the time that the Declarant relinquishes its right to name members of the Board of Directors of the Association, the Declarant shall establish an Advisory Committee of Owners for the limited purpose of consulting with the Declarant and carrying out specific functions of the Association. The Declarant shall name the members of the Advisory Committee, which shall not exceed five (5) Owners. The Declarant will delegate certain functions of the Association to the Advisory Committee. Any recommendations or decisions of the Advisory Committee shall be subject to approval by the Declarant. The Advisory Committee will have at least two (2) meetings per year with the Owners and other meetings as it determines are necessary. At such time as the responsibility of selecting the Board of Directors of the Association is assumed by the members, the Advisory Committee will cease to exist.

5.4 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common property legal title to the following common properties, with said properties being subject to a mortgage:

- (a) masonry and metal fence constructed at the entrance to the subdivision, other masonry signs located at entrances to each section of subdivision, and gate house located within road right of way at entrance to subdivision;
- (b) Any shallow well pumps used for irrigation;
- (c) Landscaping;
- (d) Irrigation and lighting;
- (e) Lagoons and retention ponds;
- (f) All medians with landscaping and irrigation located within each median;
- (g) Common area pathways/walking trails;
- (h) Decorative street signs;
- (i) traffic control sign posts
- (j) Playground area and equipment, except as herein provided;
- (k) Swimming pool;
- (l) Tennis court and fences;
- (m) Fence and backstop fence for softball area;
- (n) Gazebos;
- (o) Park benches;
- (p) Grills;
- (q) Basketball court, goals and fences;

(r) Improvements that may be located in an area designated as common area on the subdivision map, except as herein provided;

(s) All amenity locations designated as common area on the subdivision map, except as herein provided;

(t) Area designated as common area on the subdivision map, except as herein provided;

5.5 Every member shall have the right and easement of enjoyment in and to the common properties in common with other owners and such easements shall be appurtenant to and shall pass with the title to every Lot.

5.6 The Association, for itself, its successors and assigns, hereby covenants with the Declarant as follows:

(a) The Association will accept conveyance of the common properties which the Declarant is obligated to or may convey to the Association, subject to a mortgage.

(b) The Association will preserve and maintain for the common benefit of its members all the common properties which it hereafter shall own.

(c) The Association shall be responsible for all painting to common property, common property maintenance, repairs to common property, replacement of all electrical and common equipment, and in each and every way maintain the common property for the full use and enjoyment of the members.

5.7 The Association has the right to enter into a mortgage with Declarant or other lender for the purpose of assuming the mortgage that may exist on the Club House and Amenities only at the time they are transferred to the Association. Any other mortgage or loans will require the approval of two-thirds of the membership as outlined in section 5.10 herein.

5.8 The Association has the right to enter into lease agreements with Declarant for the purpose of acquiring recreation space which is not included as common area on said subdivision map. Any other lease agreements will require the approval of two-thirds of the membership as outlined in Paragraph VII herein.

5.9 The Association has the right to adopt and publish rules and regulations governing the use of the Common area and amenities area and to take any other steps it deems as reasonable and necessary to protect the common properties against damage.

5.10 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

5.11 The Association has the right to dedicate or transfer all or part of the common properties to any public agency, authority, or utility, subject to such conditions as may be agreed to by the members, provided that no dedication or transfer shall be effective unless approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least ninety (90) days in advance of the vote.

5.12 The Association has the right to allow usage of common areas and amenities to persons who own land adjacent to the Subdivision or has any interest in any agreement noted herein, such as but not limited to the Lake Agreement. Those individuals would have no vote in any matters relating to the Association but would be required to pay the same fees as a Member of the Association for use of the Amenities.

PARAGRAPH VI

LAKE AND RECREATION AREA

6.1 Declarant shall continue to own additional property in Stonegate which is not to be conveyed in the form of Lots, Common Property, or Amenities. For the common good of all Lot Owners, Declarant has entered into Leases on two properties, to be used for Recreation Purposes. Express reference is made to Exhibits "H", and "I" attached hereto and by reference made a part of this Declaration.

6.2 It is hereby expressly understood that if the terms and conditions of those leases are not kept, the Association and all Members thereof may lose the rights to use those areas.

6.3 It is hereby expressly understood that the Association may vote to cancel either or both of those leases in accordance with the terms contained therein, by a vote of two-thirds (2/3) of the owners, in the same manner as an assessment as outlined in Paragraph VII herein.

PARAGRAPH VII

COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

7.1 Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is

made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. The Declarant shall not be subject to any of the assessments set forth in this Article.

7.2 The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, mortgage payments, insurance premiums and all costs and expenses incidental in the Operation and Administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

7.3 If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution of reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessment shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. Lots owned by the Developer, who is not subject to assessments, shall not be considered when determining the assessment for each Lot. The budget and the annual assessment shall become effective unless disapproved at the annual meeting by either (i) Declarant, until such time as Declarant relinquishes the right to name the members of the Board or, (ii) after such time that Declarant relinquishes the right to name the members of the Board, a vote with a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

7.4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of at least two thirds (2/3) of the Association Members. Special assessments may also be levied by the Association if for any reason the annual

assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above. Declarant shall not be subject to Special Assessments.

7.5 Written notice of any meeting called for the purpose of taking any action authorized under Section 7.3 or 7.4 above shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

7.6 Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Until January 1, 2006, the annual assessment shall be fixed at \$420.00 per year. The assessment accrues at the time an owner receives title to a Lot from Declarant and, at closing, the owner shall be charged for a pro-rata share of the present month remaining plus a month to be paid in advance. The maximum annual assessment for the fiscal year beginning January 1, 2006, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Members of the Association by an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year.

7.7 The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

7.8 Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, and reasonable attorney's fees if any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

7.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

7.10 The following property subject to this Declaration shall be exempted 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 the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all properties owned by Declarant.

PARAGRAPH VIII

STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND SIDEWALKS

8.1 No title in land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

8.2 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

8.3 Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

8.4 No dwelling house or other structure of any kind shall be built, erected, or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said location for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

8.5 No signs, or other advertising device of any character shall be erected, posted, pasted, displayed, or permitted upon or about any part of said property except a sign of not more than five (5) square feet in area, advertising the property for sale or rent;

signs showing the lot numbers and/or owner of that lot, and signs used by builders to advertise the property during the construction and sales period; provided however, that any such builders' signs shall be subject to approval by the Architectural Review Committee. It is specifically noted that this does not apply to the subdivision entrance signs and the monuments which denote the sections of Stonegate, signs which may be required by legal proceedings, or directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC. .

8.6 All lots are subject to a requirement that a sidewalk shall be situated across the front of each lot. In the case of a corner lot with more than one street side, a sidewalk shall be installed on all street sides. All sidewalks shall be four (4) feet in width with its width beginning a distance of 42 inches from back of curb. Each sidewalk must be made of concrete, a minimum thickness of four (4) inches, and be of a design approved by the Architectural Committee. The owner of each lot is obligated to install a sidewalk within twenty-four months of acquisition of the lot unless construction has commenced upon the dwelling house, under which circumstances the sidewalk must be completed at the same time that the dwelling house construction is completed. Each owner is responsible for maintenance and repair of the sidewalk located by the owner's lot. In the event that the Association determines that an owner is not maintaining and/or repairing the sidewalk, then the Association shall provide to the owner written notice of the necessity of repair by certified mail, return receipt requested. If the maintenance and/or repair has not commenced within thirty days from receipt of notification, then owner grants to the Association a nonexclusive access and repair easement for purposes of coming on to the lot to complete the maintenance and/or repair of the sidewalk. It is agreed by all owners subject to this covenant that the maintenance and repair of all sidewalks is to the benefit of all owners in terms of visual uniformity and appeal of the subdivision and the enjoyment of all owners of the sidewalks as a walking and recreational area. It is further understood by each owner that the Association does not provide liability coverage for any injury which may be caused by a defect in the sidewalk. In the event that the Association does complete maintenance and/or repairs to the sidewalk, then the cost of such repairs shall become a lien against the real estate and shall be subject to enforceability in the same manner as association assessments under Section 7.4 and 7.5 herein.

PARAGRAPH XIX

LANDSCAPE AND YARD MAINTENANCE

9.1 All Lots are subject to the requirement that a landscape plan be submitted to the Architectural Review Committee under the provisions of Paragraph III of this Declaration. Specifically, the ARC requires that the front yard of the Lot be planted with sod all the way down to the sidewalk and in the area between the sidewalk and the street curb. In the case of a side Lot, the yard area facing the side street shall be planted with

sod from that side of the house all the way down to the sidewalk and in the area between the sidewalk and the street curb on that side in addition to the front of the house. Further, the design and installation of foundation plants will consist of the planting of not less than thirty (30) shrubs and two (2) ornamental trees. No home shall be occupied for living purposes until foundation landscaping has been completed according to plans and specifications approved by the ARC.

9.2 In order to have a uniform maintenance and mowing of all yards and grass which can be seen from the street, and to provide for edging of the sidewalks and street curb, all Lot owners agree by their purchase of that Lot and acceptance of the title thereof to participate in the following program;

(a) To allow a person or company who is contracted by the Declarant or the Association to mow the front yards, edge the sidewalks and street curb in front of and in the case of a corner lot on the side street as well, and to pay to this person or company through Association the fee for this service; and

(b) Understand that the established fee for the service in 9.2(a) above is \$15.00 per month for a single front lot and \$25.00 per month for a corner lot. For clarification, it is understood that lots 15,20,21,23,29,30,39,41,42,54,78, 93,113, 118,119 and 124 shall be considered as corner lots. It is specifically understood that on lot 118, depending on which road the houses faces, will have one front yard and the other street side will be mowed back to the setback line on the other street. These fees will be fixed until January 1, 2006. After January 1, 2006 these fees may increase a maximum of 10% per year.

(c) Understand that the Lot Owner may contract with this person or company for an additional fee which would be paid directly to that person or company for any additional services such as flower bed maintenance or mowing and maintenance of rear yards; and

(d) Agree to hold the Declarant and / or the Association harmless for any damage or negligence which may be caused by this person or company; and

(e) Agree that this will be subject to all the terms and conditions of an annual assessment as specified in section VI of this declaration.

(f) This service will continue until cancelled by Declarant or by two thirds (2/3) vote of the Association as provided for in section 7.4 of this Declaration, just as any other assessment.

PARAGRAPH X
MAINTENANCE

10.1 Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and building and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wire, conduits and systems which are a part of the Common Area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

10.2. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the ARC, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the ARC for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the ARC, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 A.M. and 5:00 P.M. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the ARC to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

PARAGRAPH XI
PARKING

11.1 Each owner must provide as part of its submission of plans to the Architectural Committee sufficient off street parking to service vehicles titled in the owner and his/her immediate family. Parking in the street right of way is not allowed. All owners and their guests should park within their garage and/or driveway area in order to keep the streets clear. In case of large gatherings, club house parking area may be utilized. Parking shall be subject to enforcement by the Association as well as all Effingham County rules and ordinances regarding the blocking of streets rights of way, as

well as abandoned vehicles. Therefore, any vehicle that remains in the street right of way for a period of time as deemed excessive in the sole discretion of the Association shall be subject to removal.

PARAGRAPH XII

WATER AND SEWER

12.1 This section is to inform Lot owners of the fact that the water system and sewer system in the subdivision is private and owned by the Declarant or his assigns. These systems are operated under permits from the State of Georgia. No title in the water or sewer system will pass to the purchasers of any Lot. Declarant or his assigns will at all times keep the rates for these services within those allowed by the State of Georgia, but at no time shall be higher than the published rates for these services by Effingham County, Georgia. The builder or purchaser of any Lot will pay to Declarant or his assigns the applicable fees for tapping into these services and for the receiving of a water meter. Deposits and fees shall be paid to the Declarant or his assigns according to their published policy.

12.2 It is hereby understood that the Association may use the billing service of these utilities to collect the Association Fees and Mowing Fees which are specified elsewhere in this Declaration. It is understood that failure to pay any Association Fees or Mowing Fees that may be included on the utility bill may subject Owner to disconnection of services in accordance with utilities printed policy, just as though it were a charge for the utility.

PARAGRAPH XIII

SCOPE, DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

13.1 All of the covenants, restrictions, reservations and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agree to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect as herein provided.

Said covenants, restrictions, reservations, servitudes and easements of this Declaration shall run with and bind the land for a period of twenty (20) years from the

Date this Declaration is recorded, at the end of which period such covenants, restrictions, reservations, servitudes and easements shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed on record in the Clerk of Superior Court for Effingham County, Georgia.

13.2 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee, the Association, or by an owner of any Lot in said property.

PARAGRAPH XIV

SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

14.1 All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded security deed or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such security deed or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such security deed or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

PARAGRAPH XV

VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

15.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Committee or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation,

servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

15.2 Where an action, suit, or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XVI

RIGHT TO ENFORCE

16.1 The provisions contained in this Declaration shall bind the Architectural Committee and the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Committee, the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors, or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

PARAGRAPH XVII

ASSIGNMENT OF POWERS

17.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual and upon such corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance, or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance, or assignment.

17.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plats and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event

Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

PARAGRAPH XVIII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

18.1 The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or they intended to be, a part of this declaration, or in any way define, limit, or describe the scope of intent of that particular section or paragraph to which they refer.

PARAGRAPH XIX

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

19.1 In the event any clause, term, provision, or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision, or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XX

AMENDMENTS

20.1 Until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association, Declarant may amend these covenants unilaterally at any time and from time to time;

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;

(b) If such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

20.2 When Declarant relinquishes selection of the members of the Board of Directors of the Association, thereafter any amendment of these covenants for any reason must receive the affirmative vote of at least seventy five (75%) percent of the Owners of Lots. It is understood that a Lot with more than one owner shall only have one vote per Lot. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section.

PARAGRAPH XXI
LIABILITY

21.1 Declarants have used their best efforts and acted with due diligence in connection with the drafting, preparation, and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Declarants shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarants shall have no liability.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

Signed, sealed and delivered as to

Declarant in the presence of:

Vigoric S. Edus

Witness

Carol A. Tully exp-10-2-05

Notary Public

SEAL

AMBY DEVELOPMENT, INC.

By: Wendall A. Kessler

Wendall A. Kessler, President

SEAL

Attest: Cynthia J. Kessler

Secretary

FILED FOR RECORD
D.O. BK. 864
PAGE NO. 403

030

403

02 AUG 28 AM 8:52

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

EXHIBIT "A"

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 1,200.00
Date 8-28-2002

Elizabeth Z. Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Clea H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blicht; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

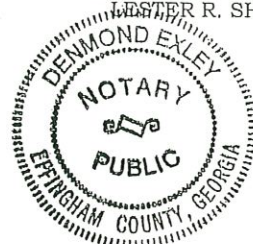
SUBJECT to restrictive covenants and easements of record, *APD*

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 PARTY, its successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

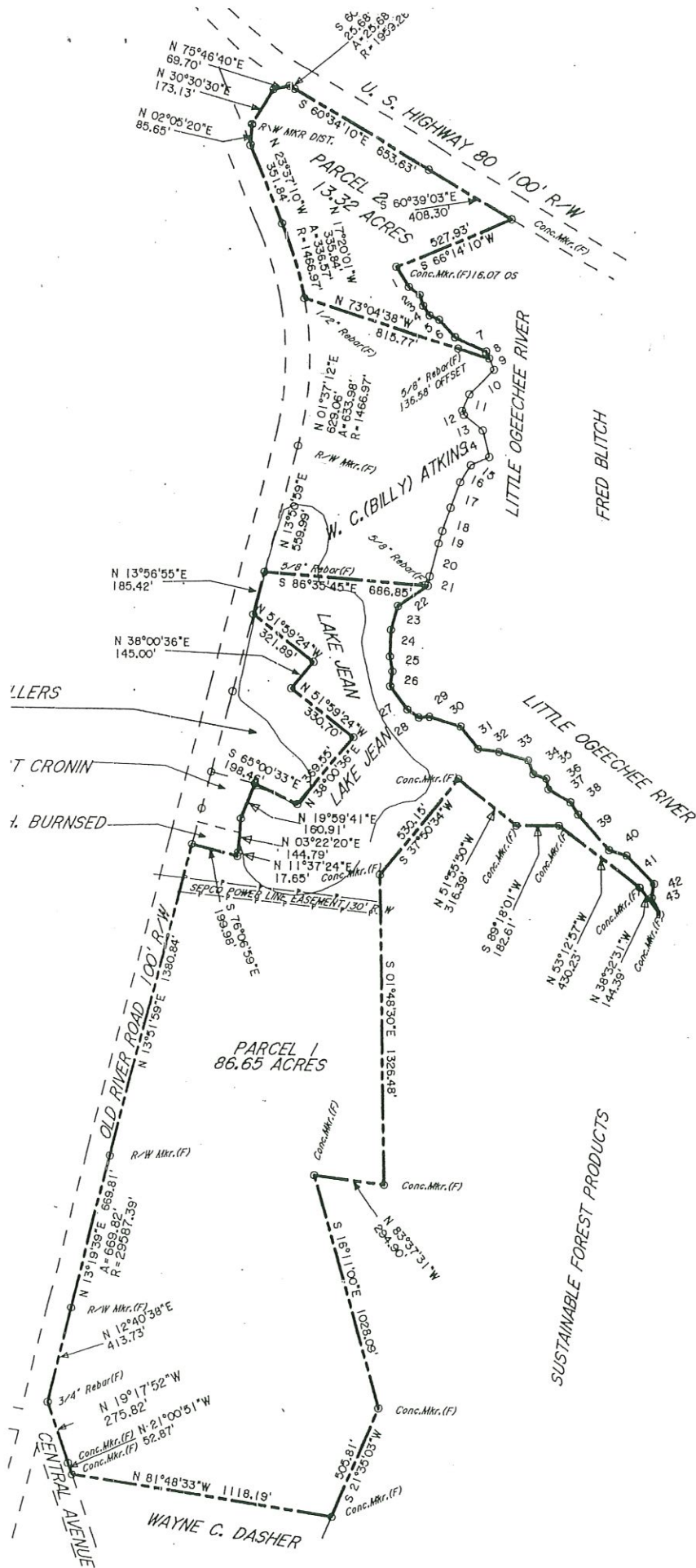
IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE

Signed, sealed and delivered
in the presence of:
Beth M. Elliott
Unofficial Witness
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02

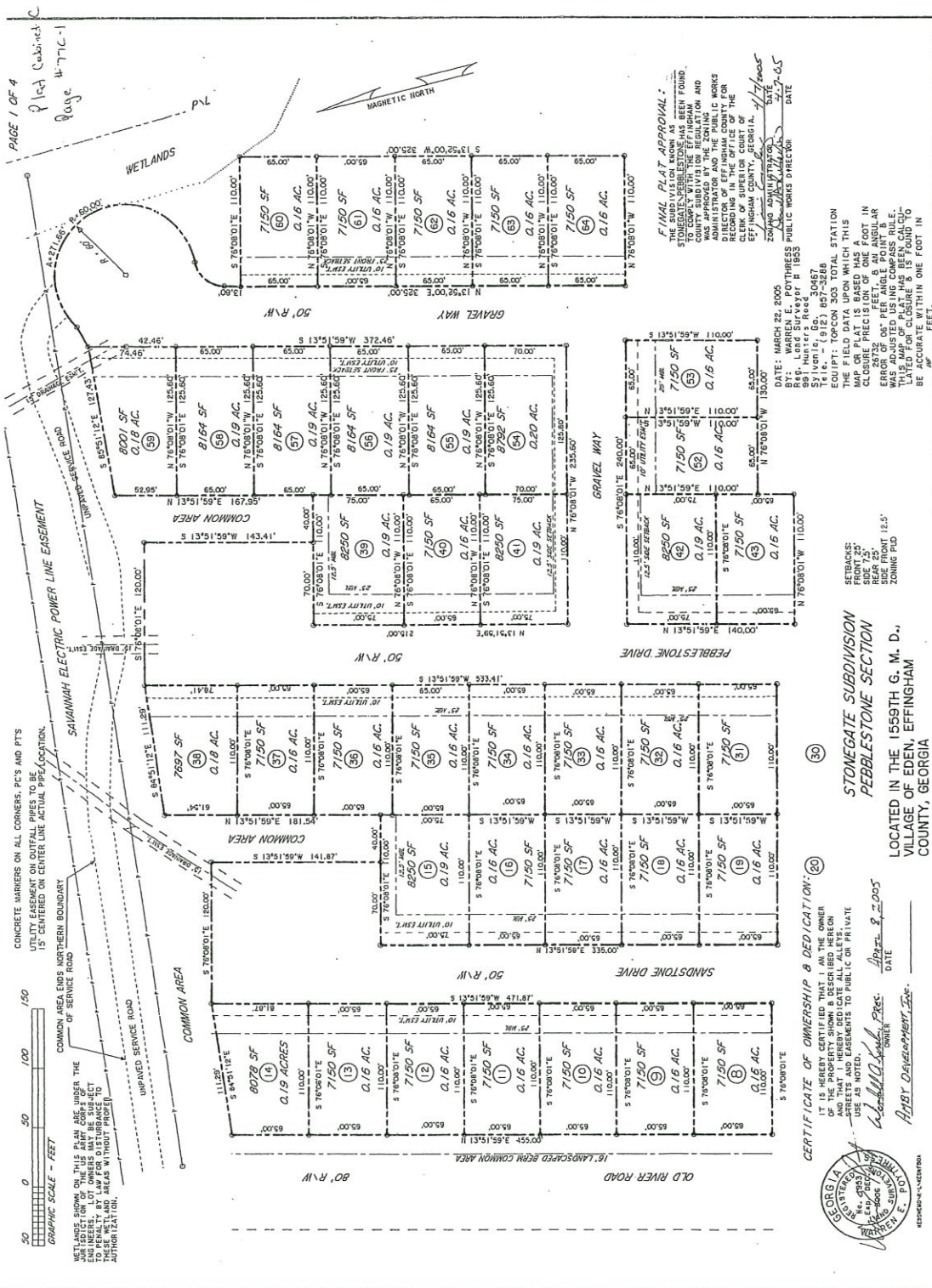


CALLS LITTLE OGEECHEE RIVER



COURSE	BEARING	DISTAN
1	S 31°54'14"E	10
2	S 53°59'03"E	5
3	S 17°57'29"E	41
4	S 35°18'08"E	41
5	S 66°12'55"E	4
6	S 44°15'13"E	9
7	S 65°22'36"E	14
8	S 24°30'41"E	3
9	S 24°30'41"E	5
10	S 44°11'18"W	14
11	S 22°17'31"W	7
12	S 22°40'42"E	11
13	S 50°48'10"E	10
14	S 64°47'01"W	11
15	S 30°44'46"W	8
16	S 20°01'32"W	117
17	S 18°55'00"W	5
18	S 15°16'07"W	10
19	S 14°19'02"W	14
20	S 10°09'21"W	4
21	S 54°35'02"W	15
22	S 15°08'13"W	10
23	S 01°30'23"W	11
24	S 10°12'00"E	6
25	S 07°49'33"W	6
26	S 36°49'22"E	12
27	S 55°41'17"E	5
28	N 85°03'37"E	4
29	S 74°15'47"E	14
30	S 38°01'58"E	1
31	S 82°19'41"E	8
32	S 74°34'24"E	1
33	S 22°16'14"E	6
34	S 70°30'59"E	5
35	S 12°47'06"E	4
36	S 60°37'46"E	1
37	S 32°33'11"E	6
38	S 41°27'01"E	2
39	S 73°25'50"E	7
40	S 44°55'53"E	1
41	S 08°58'56"W	5
42	S 28°08'06"E	8
43		

EXHIBIT 'B'



PAGE 1 OF 4
Plat Cabinet C
Page 77C-1

CONCRETE MARKERS ON ALL CORNERS, P.C.'S AND P.T.S. UTILITY EASEMENT ON OUTFALL PIPES TO BE 15' CENTERED ON CENTER LINE ACTUAL APPLICATION. SAVANNAH ELECTRIC POWER LINE EASEMENT UNPAVED SERVICE ROAD COMMON AREA ENDS NORTHERN BOUNDARY COMMON AREA ENDS WESTERN BOUNDARY COMMON AREA WETLANDS

GRAPHIC SCALE - FEET
0 50 100 150

WETLANDS
MAGNETIC NORTH

CERTIFICATE OF OWNERSHIP & DEDICATION: (20)
IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN & DESCRIBED HEREON AND THAT THE STREETS AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED.
APPROVED BY THE OWNER: *Arby Development, Inc.*
DATE: April 8, 2005

FINAL PLAT APPROVAL:
THE SUBDIVISION KNOWN AS STONEGATE PEBBLESTONE HAS BEEN FOUND TO COMPLY WITH THE REGULATIONS AND REQUIREMENTS OF THE EFFINGHAM COUNTY ZONING ORDINANCE. THIS MAP OF PLAT HAS BEEN CALCULATED AND CHECKED BY THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.
ZONING ADMINISTRATOR: *[Signature]* DATE: 3-7-05
PUBLIC WORKS DIRECTOR: *[Signature]* DATE: 3-7-05

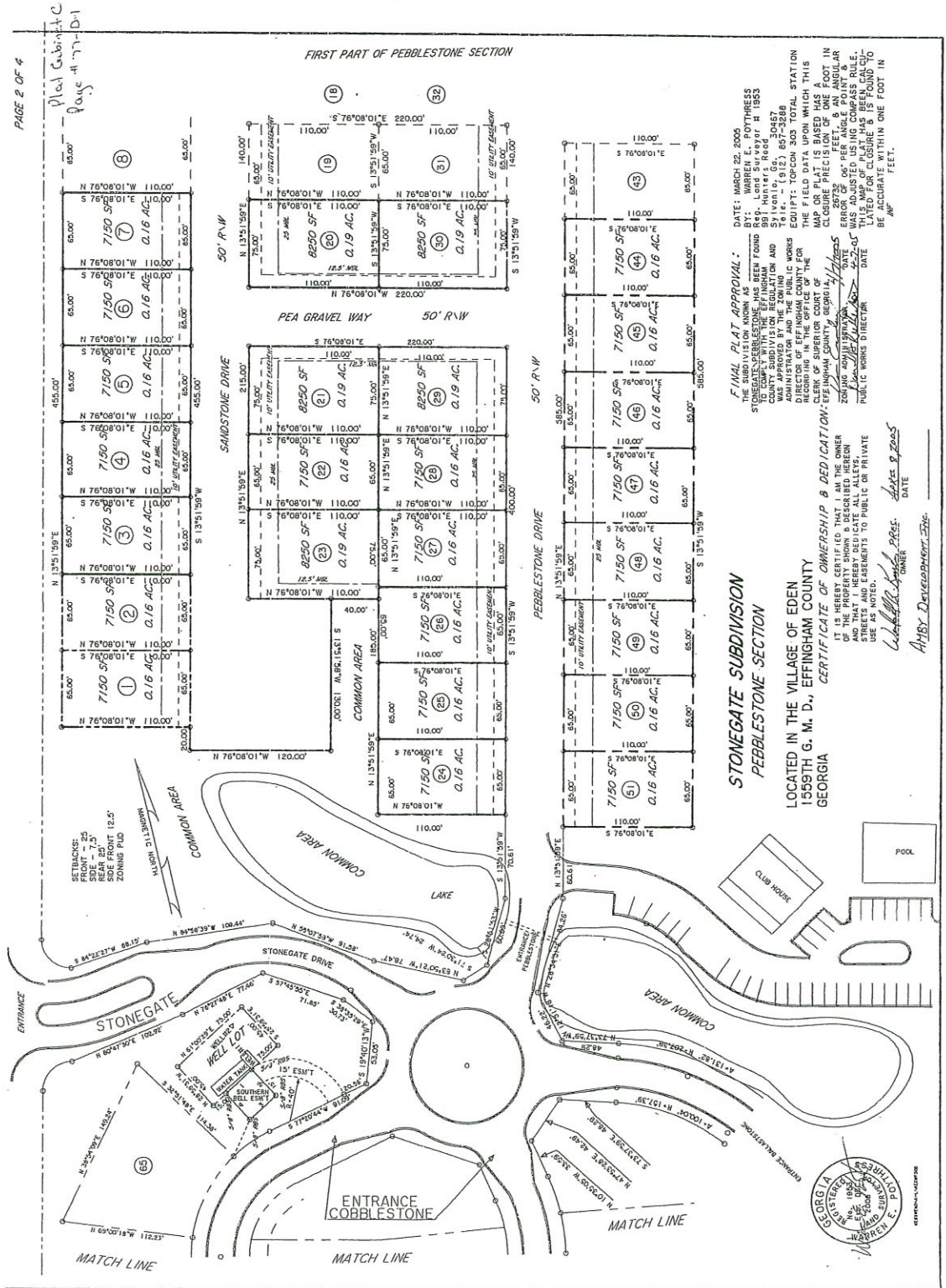
SETBACKS:
FRONT 20'
REAR 25'
SIDE FRONT 12.5'
SIDE REAR 25'
ZONING P.D.
EQUIPT: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED WAS A FOOT IN LENGTH TO THE NEAREST 1/8 AN ANGULAR ERROR OF ONE PER HUNDRETH OF A PERCENT.
THIS MAP OF PLAT HAS BEEN CALCULATED AND CHECKED BY THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.
DATE: MARCH 22, 2005
BY: WARREN E. POWERS
894 Hunters Road
Waynesboro, GA 31798

STONEGATE SUBDIVISION PEBBLESTONE SECTION
LOCATED IN THE 1559TH G. M. D., VILLAGE OF EDEN, EFFINGHAM COUNTY, GEORGIA



EXHIBIT C

PLAT CABINET C
PAGE 77C-1

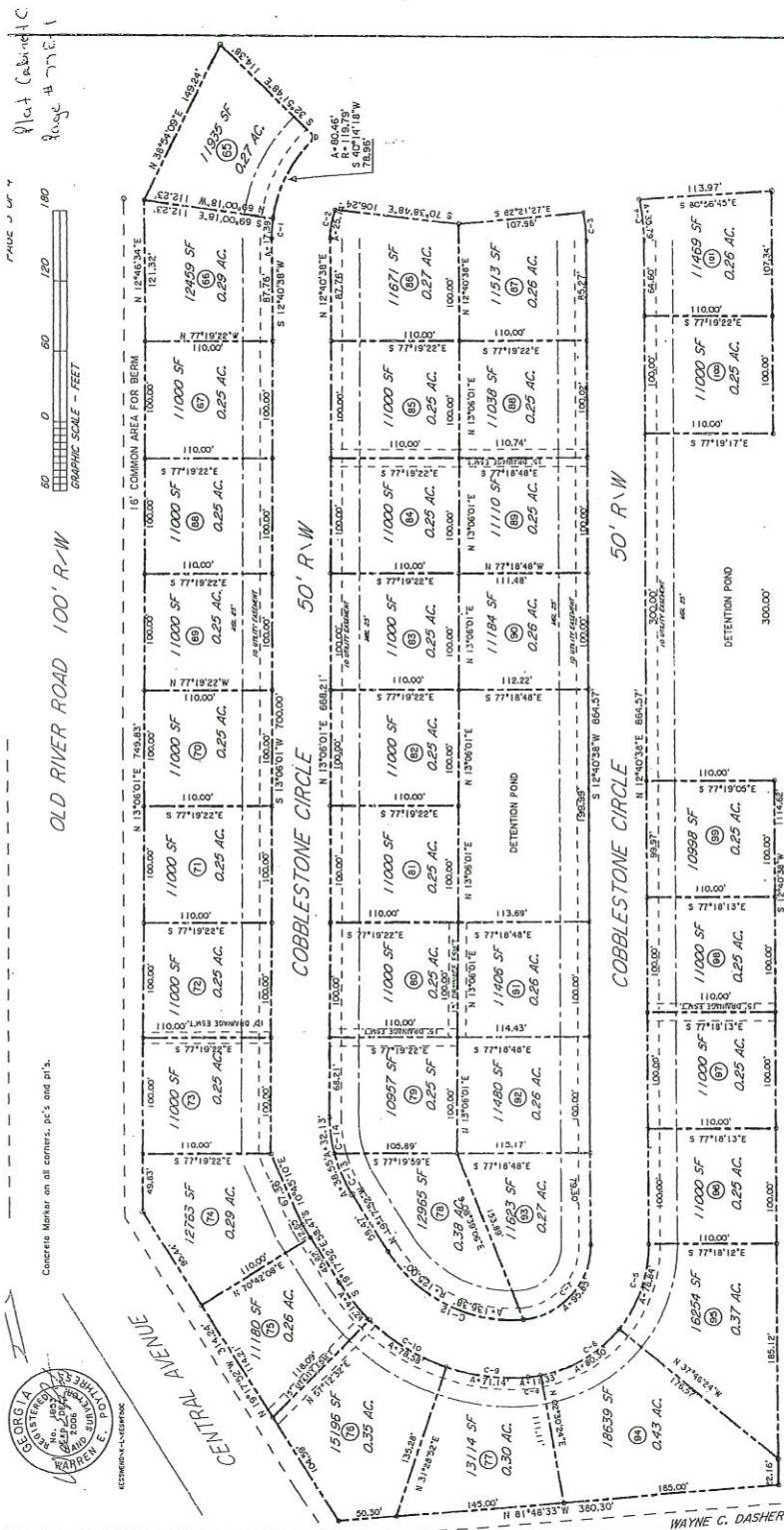


FINAL PLAT APPROVAL:
 DATE: MARCH 22, 2005
 THE STATE SURVEYOR HAS REVIEWED THE PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT OF 1983.
 STONEGATE-PEBBLESTONE HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE ZONING AND PLANNING COMMISSION'S RESOLUTION NO. 11-03-0288.
 THIS MAP OF PLAT HAS BEEN CALCULATED FOR CLOSURE & IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ANY DIMENSION.
 DATE: MARCH 22, 2005
 STATE SURVEYOR
 CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY
 PUBLIC WORKS DIRECTOR

**STONEGATE SUBDIVISION
 PEBBLESTONE SECTION**
 LOCATED IN THE VILLAGE OF EDEN
 1559TH G. M. D., EFFINGHAM COUNTY
 GEORGIA
 IT IS HEREBY CERTIFIED THAT I AM THE OWNER
 OF THE PROPERTY SHOWN & DESCRIBED HEREIN
 AND THAT THE LOTS, COMMON AREAS,
 STREETS AND EASEMENTS TO PUBLIC OR PRIVATE
 USE AS NOTED.
 DATE: MARCH 9, 2005
 PRESIDENT
 OWNER
 ANBY DEVELOPMENT, INC.

EXHIBIT D

PLAT CABINET C
PAGE 77D-1



DATE: MARCH 22, 2005
 BY: LORREN L. FORTNESS
 891 Hunters Road
 Marietta, GA 30067
 (770) 429-1111 (F) 857-3288

EQUIP: TOPCON 303 TOTAL STATION
 THE FIELD DATA UPON WHICH THIS
 CLOSURE PRECISION OF THE FOOT IN
 267.35 FEET, & AN ANGULAR
 WARDROUSTED FEES AND COMPASS RULE
 THIS MAP OF PLAT HAS BEEN CALCU-
 LATED TO BE ACCURATE WITHIN ONE FOOT IN
 BE 40000 FEET.

STONEGATE SUBDIVISION

COBBLESTONE SECTION

LOCATION: LOTS 65 - 101
 COBBLESTONE SECTION, STONGATE
 SUBDIVISION, VILLAGE OF EDEN,
 1568TH G. M. D. EFFINGHAM
 COUNTY, GEORGIA

FINAL PLAT APPROVAL:
 THE SUBDIVISION KNOWN AS
 STONGATE VILLAGE OF EDEN
 COUNTY SUBDIVISION REGULATION AND
 ZONING ORDINANCES AND THE PUBLIC WORKS
 ADMINISTRATION AND THE PUBLIC WORKS
 DIRECTOR OF EFFINGHAM COUNTY, FOR
 CLERK OF SUPERIOR COURT OF
 EFFINGHAM COUNTY, GEORGIA.
 ZONING APPROVAL DATE: 2-2-05
 PUBLIC WORKS DIRECTOR DATE: 2-2-05

SETBACKS:
 FRONT 25'
 REAR 25'
 SIDEFRONT 25'
 ZONING PD

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CHEERING
C-1	119.79	8.71	17.39	8°19'04"	47°49'35"	17.37	S 16°50'02"W
C-2	66.79	12.71	25.14	20°58'13"	82°08'08"	25.00	S 22°59'42"E
C-3	170.79	17.86	31.79	12°30'40"	33°53'20"	31.73	N 04°40'15"E
C-4	142.29	41.06	78.84	38°25'37"	50°05'43"	77.29	N 32°27'07"E
C-5	64.22	29.38	58.55	50°46'48"	89°12'37"	58.20	S 5°56'00"W
C-6	114.22	5.87	11.33	5°41'09"	50°09'43"	11.33	S 84°39'02"E
C-7	175.00	39.96	78.58	22°43'40"	32°44'28"	77.92	S 42°43'11"E
C-8	112.00	20.70	41.21	13°58'36"	32°44'28"	41.12	S 26°08'40"E
C-9	125.00	18.93	38.55	17°40'09"	38°40'11"	38.40	N 102°47'47"W
C-10	125.00	16.16	32.13	14°43'43"	49°50'09"	32.04	N 09°44'09"E

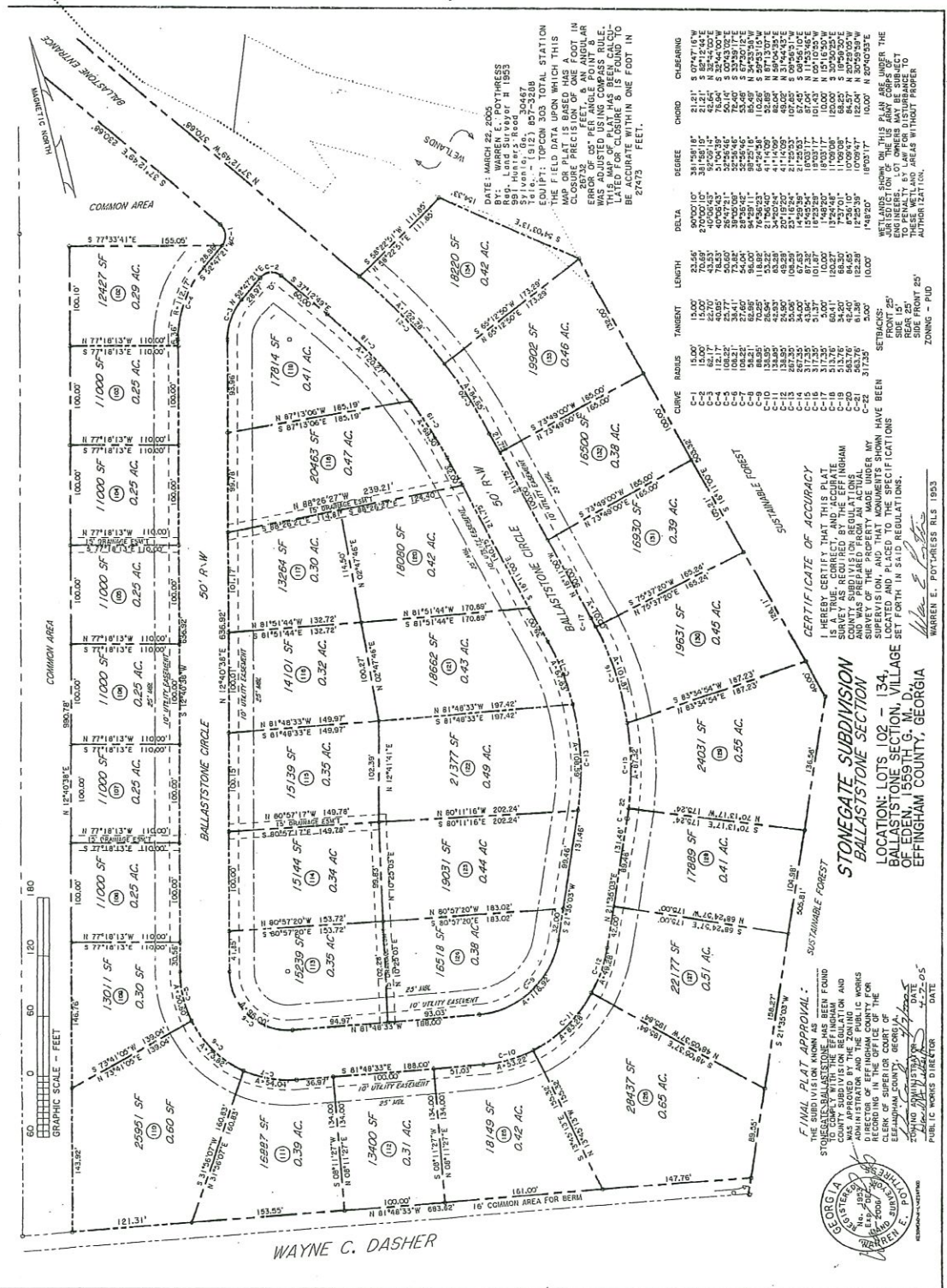


EXHIBIT F

PLAT CABINET C
PAGE 77/1

STATE OF GEORGIA

COUNTY OF EFFINGHAM

This declaration of protective covenants for the property hereinafter described made and published this 25 day of August, 2002 by the undersigned.

WITNESSESETH, WHEREAS THE UNDERSIGNED ARE OWNERS OR ADJOINING OWNERS OF A LAKE LOCATED OFF Old River Road near the Eden Community in Effingham County, Georgia, presently known as Lake Jean according to a plat of survey of Mandalay Subdivision made by Vincent Helmly, Ga. Registered Land Surveyor No. 1882, dated June 29, 1975, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Map Book 5, pages 226-227, and

WHEREAS, there exists at the present time owners of property whose property lines either reaches the high water mark of Lake Jean or whose property lines extend into Lake Jean, and

WHEREAS, it is understood that certain lands that include Lake Jean are to be developed into a subdivision in which a homeowner's association will be formed, and

WHEREAS, all parties to this instrument wish to preserve the beauty and integrity of Lake Jean,

Therefore, we agree to the following;

- 1.) All parties agree to enter and/or exit Lake Jean only from or onto the property that they own, unless they have written permission from another property owner, and
- 2.) All parties agree that only property owners who are party to this agreement and future grantees of their property may be allowed to put boats into the lake. This does not apply to the Homeowners association or it's members, and
- 3.) All parties agree not to use gasoline powered motors on boats or jet skis or similar type devices, and
- 4.) Homeowners association covenants are to forbid the use of any flotation device within the lake, and
- 5.) Homeowners association covenants are to forbid swimming within the lake, and
- 6.) All parties agree to fish only from their property when fishing from the bank, (this is to keep persons from entering the backyards of property owners and inhibiting their privacy.), and
- 7.) Homeowner's association covenants will state that all fishing done from Lake Jean will be strictly for recreation and not as a food source. For this reason, all fishing should be done on a "catch and release" program, and
- 8.) It is understood that all owners of property which lie adjacent to Lake Jean will be given the opportunity to join this association with all rights, privileges and obligations as though a homeowner in the subdivision to be formed, understanding that if they become a member they will not give up any rights previously granted above.

This agreement shall be binding upon the property owners of record of this date as well as all future property grantees and homeowner's association which is to be formed to include portions of Lake Jean. This instrument shall be made a part of public record and shall follow the land from this date forward, as evidence by our signatures below.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants, agreements to restrain violation and to recover damages.

In witness whereof the undersigned have hereunto set their hands, affixed their seals and delivered these presents as of the date and year first above written.

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler
WENDALL A. KESSLER, INDEEV.
Property Owner
Property Owner's Address: 102 ENGLISH MANOR
GUYTON, GA 31312

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler, PRES.
WENDALL A. KESSLER, PRES.
AMRY DEVELOPMENT, INC.
Property Owner
Property Owner's Address: 102 ENGLISH MANOR
GUYTON, GA 31312

Signed sealed and delivered in the presence of:

Shawn Howard
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wendall A. Kessler, REG. AGENT
WENDALL A. KESSLER, REG. AGENT
STONEGATE AMENITIES, INC.
Property Owner
Property Owner's Address: 200 PEBBLESTONE DRIVE
BLOOMINGDALE, GA 31302

Signed sealed and delivered in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Robert B. Cronin
Property Owner
Property Owner's Address: 461 Old
River Rd Edens, GA 31307

Signed sealed and delivered in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Wilma J. Cronin
Property Owner
Property Owner's Address: 461 Old
River Rd Eden, Ga 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

C. Leta H. Bunnell
Property Owner
Property Owner's Address: 4770 Old
River Rd Eden, Ga. 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

William C. Atkins
Property Owner
Property Owner's Address: 297 Old River Rd
Eden Georgia 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Melissa S. Atkins
Property Owner
Property Owner's Address: 297 Old River Rd.
Eden, Ga. 31307

Signed sealed and delivered
in the presence of:

Eudell C Johnson
Unofficial Witness

John B. Cronin 8/25/02
Notary Public JOHN B. CRONIN
Notary Public, Chatham County, GA
My Commission Expires October 7, 2006

Jim W. Bellas
Property Owner
Property Owner's Address: 445 Old River Rd.
Blairsville, Ga. 31302

Signed sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Property Owner
Property Owner's Address: _____

EXHIBIT H

LEASE

This agreement, made this 20th day of April, 2005 between AMBY DEVELOPMENT, INC., a Georgia Corporation, having its principal office in Effingham County, Georgia (hereinafter "Lessor") and STONEGATE AMENITIES, INC., a Georgia Non-Profit Corporation having its principal office in Effingham County, Georgia (hereinafter "Lessee")

Lessor does hereby grant, demise and let, and Lessee does hereby take that parcel of land that is located adjacent to and to the East of Lots 43 through 51, inclusive, and to the South of Lots 52, 53 and 64, and extends up to and behind lots 60 to 64, inclusive, and is located to the North of the Club House and Amenities Area, all of the Pebblestone Section of Stonegate Subdivision. Such property is also known as that tract which now or will have or is reserved for the drain field area of the Land Application Sewage System which will service Stonegate Subdivision and has specifically been excluded from the Common Area which has been or is to be conveyed to the Lessor in any other manner than this Lease, from the 20th day of April, at the rent or sum of One Dollar (\$1.00) per month, plus other consideration outlined herein.

It is further agreed by and between the parties that the Lessee shall be able to use the property for Recreation purposes, inclusive of Soft Ball field and soccer field, but not limited thereto. It is understood that no clay shall be used and that all areas must be maintained in grass for the purpose of the drain field. All mowing and maintenance costs shall be paid by the Lessee. Softball backstops and similar fencing may be installed at the expense of the Lessee and after consultation with the Lessor to determine any location of underground piping. No other digging or construction of any kind will be permitted upon the property.

It is further agreed by and between the parties that the Lessee shall maintain proper insurance to cover all appurtenances located above the ground level of this property and to maintain proper liability insurance to cover any and all activities conducted thereon.

It is further agreed by and between the parties that the Lessee and its Members shall at all times hold the Lessor harmless for any and all matters, circumstances, accidents, situations or damages of any kind which may arise on this property.

It is further agreed by and between the parties that the Lessee shall take all steps necessary to protect the underground piping, inclusive but not limited to the tubing, valves, wiring, and controls that shall now or hereafter exists.

It is further agreed by and between the parties that the Lessor shall at all times have access to this property and be able to use it for the purpose of the drain field for the Land Application Sewer System and any expansion thereof.

It is further agreed by and between the parties that the lease herein provided has been executed this 20th day of April, 2005, and shall run with the land on a month to month basis for a 20 year period and shall be extended or terminated under the same terms and

conditions of the General Declaration of Covenants and Restrictions for Stonegate Subdivision for that Declaration as contained therein, with the following exceptions:

(a) It is agreed that if in the sole opinion of the Lessor or his assigns that the property is not being maintained, used for the purpose of, or cared for as outlined in this Lease, the Lease shall terminate and the Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon; or

(b) At any time during the lease it is determined by a two-thirds (2/3) vote of the Association Members that they wish to cancel this lease, for any reason, that cancellation will be granted by Lessor and that Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon

IN WITNESS WHEREOF, the parties hereto do set their hands and seals.



Witness

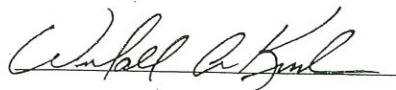


Wendall A. Kessler, President

AMBY DEVELOPMENT, INC.



Witness



Wendall A. Kessler, Registered Agent

STONEGATE AMENITIES, INC.

LEASE

EXHIBIT I

This agreement, made this 20th day of April, 2005 between AMBY DEVELOPMENT, INC., a Georgia Corporation, having its principal office in Effingham County, Georgia (hereinafter "Lessor") and STONEGATE AMENITIES, INC., a Georgia Non-Profit Corporation having its principal office in Effingham County, Georgia (hereinafter "Lessee")

Lessor does hereby grant, demise and let, and Lessee does hereby take that parcel of land which lies to the North of the Service Road shown on the Subdivision Plat for Stonegate Subdivision and recorded and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Cabinet C, Page 77C-1, and being the part of the Eighty-Six and Sixty Five Hundredths (86.65) acres, more or less, from which the Subdivision was created, with such (86.65) acres tract being more particularly described in Exhibit "A" attached to the General Declaration of Covenants and Restrictions for Stonegate Subdivision and as Parcel 1 on a plat of said lands as more particularly described in Exhibit "B" of said Declaration. Said property has specifically been excluded from the Common Area which has been or is to be conveyed to the Lessor in any other manner than this Lease, from the 20th day of April, at the rent or sum of One Dollar (\$1.00) per month, plus other consideration outlined herein.

It is further agreed by and between the parties that the Lessee shall be able to use the property for Recreation purposes, inclusive of walking trails, picnics, fishing, camping, and other general recreation. All mowing and maintenance costs shall be paid by the Lessee. No construction of any kind will be permitted upon the property without the permission of the Lessor.

It is further agreed by and between the parties that the Lessee shall maintain proper insurance to cover all structures and appurtenances that it may own, if they wish it to be insured, and to maintain proper liability insurance to cover any and all activities conducted thereon by Lessee.

It is further agreed by and between the parties that the Lessee and its Members shall at all times hold the Lessor harmless for any and all matters, circumstances, accidents, situations or damages of any kind which may arise on this property.

It is further agreed by and between the parties that the Lessor shall at all times have access to this property and be able to use it for his pleasure at any time, and that Lessor may allow groups or individuals of his choosing to use this property at any time. It is specifically noted that Lessee shall not have access to any structure which may exist now or later that is or was erected by the Lessor, without the written consent of the Lessor.

It is further agreed by and between the parties that the terms and conditions of the Lake Agreement which is more particularly described in Exhibit "G" which is attached to and by reference made a part of the General Declaration of Covenants and Restrictions for Stonegate Subdivision must be abided to at all times while using this area.

It is further agreed by and between the parties that the lease herein provided has been executed this 20th day of April, 2005, and shall run with the land on a month to month basis for a 20 year period and shall be extended or terminated under the same terms and conditions of the General Declaration of Covenants and Restrictions for Stonegate Subdivision for that Declaration as contained therein, with the following exceptions:

(a) It is agreed that if in the sole opinion of the Lessor or his assigns that the property is not being maintained, used for the purpose of, or cared for as outlined in this Lease, the Lease shall terminate and the Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon; or

(b) At any time during the lease it is determined by a two-thirds (2/3) vote of the Association Members that they wish to cancel this lease, for any reason, that cancellation will be granted by Lessor and that Lessee shall lose all rights to the use of the land and shall abandon all appurtenances and structures thereon

IN WITNESS WHEREOF, the parties hereto do set their hands and seals.

Carol Hinky

Witness

Wendall A. Kessler

Wendall A. Kessler, President
AMBY DEVELOPMENT, INC.

Carol Hinky

Witness

Wendall A. Kessler

Wendall A. Kessler, Registered Agent
STONEGATE AMENITIES, INC.

FILED FOR RECORD
D.D. BK. 864
PAGE NO. 403

043
403

02 AUG 28 AM 8:52

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

EXHIBIT "A"

RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 620.00
Date 8-28-2002

Elizabeth Z. Hursey
Clerk of Superior Court

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 26th day of August, 2002, between LESTER R. SHEAROUSE of the FIRST PART, and AMBY DEVELOPMENT, INC. of the SECOND PART,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, its successors and assigns, the following described property, to-wit:

ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Eighty-Six and Sixty-Five Hundredths (86.65) acres, more or less, and being known and designated as Parcel 1 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by lands of W.C. (Billy) Atkins; on the Northeast by Little Ogeechee River; on the East and Southeast by lands of Sustainable Forest Products; on the South by lands of Wayne C. Dasher; on the Southwest by Central Avenue, and on the West by Old River Road, by lands of Cleta H. Burnsed, by lands of Robert Cronin and by lands of Jim Sellers.

ALSO: ALL that certain tract or parcel of land situate, lying and being in the 1559th G.M. District of Effingham County, Georgia, containing Thirteen and Thirty-Two Hundredths (13.32) acres, more or less, and being known and designated as Parcel 2 as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by U.S. Highway 80; on the East by Little Ogeechee River and by lands of Fred Blitch; on the South-Southwest by lands of W. C. (Billy) Atkins; on the West-Southwest by Old River Road, and on the West and Northwest by lands formerly of Shearouse and U.S. Highway 80.

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 182C, for better determining the metes and bounds of said lands herein conveyed.

Said plat showing Lake Jean being on a portion of the said lands above described.

Said plat showing the Savannah Electric & Power Company running across said lands.

There shall be no mobile homes located on said property as permanent dwellings.

SUBJECT to restrictive covenants and easements of record *MS*

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 PARTY, its successors and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whomsoever.

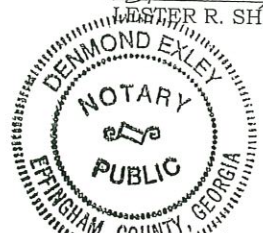
IN WITNESS WHEREOF, FIRST PARTY has hereunto set his hand and affixed his seal and delivered these presents, the day and year first above written.

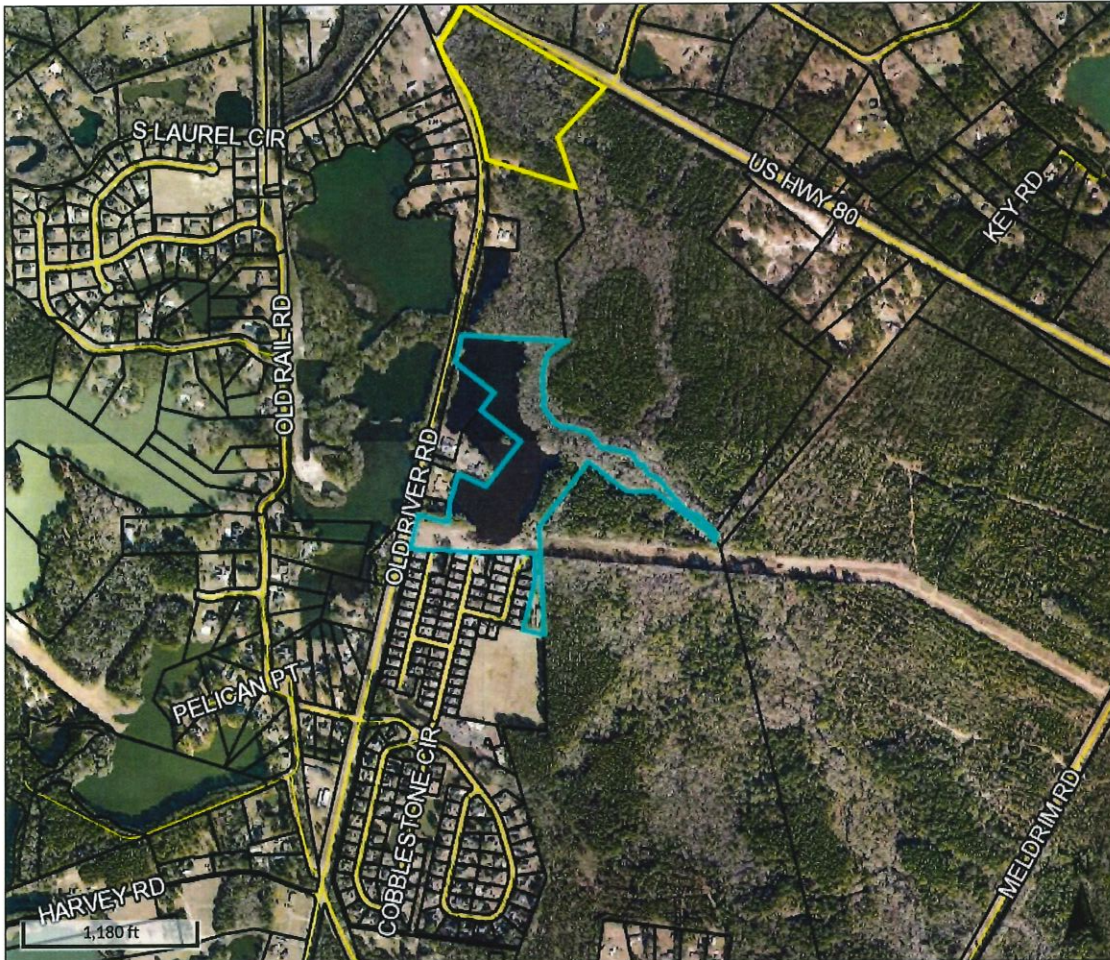
Signed, sealed and delivered
in the presence of:

Betty M. Elliott
Unofficial Witness

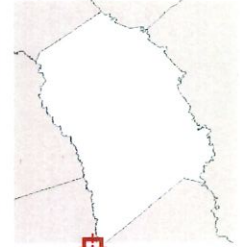
Denmond Exley
Official Witness - Notary Public
Date notarized: 8-26-02

Lester R. Shearouse (SEAL)
LESTER R. SHEAROUSE





Overview



Legend

-  Parcels
-  Roads

Parcel ID	03290026	Owner	AMBY DEVELOPMENT INC	Last 2 Sales			
Class Code	Commercial		102 ENGLISH MANOR	Date	Price	Reason	Qual
Taxing District	01-County		GUYTON, GA 31312	8/26/2002	\$620000	UV	U
	County	Physical Address	200 PEBBLESTONE DR	n/a	0	n/a	n/a
Acres	23.31	Assessed Value	Value \$201747				

(Note: Not to be used on legal documents)

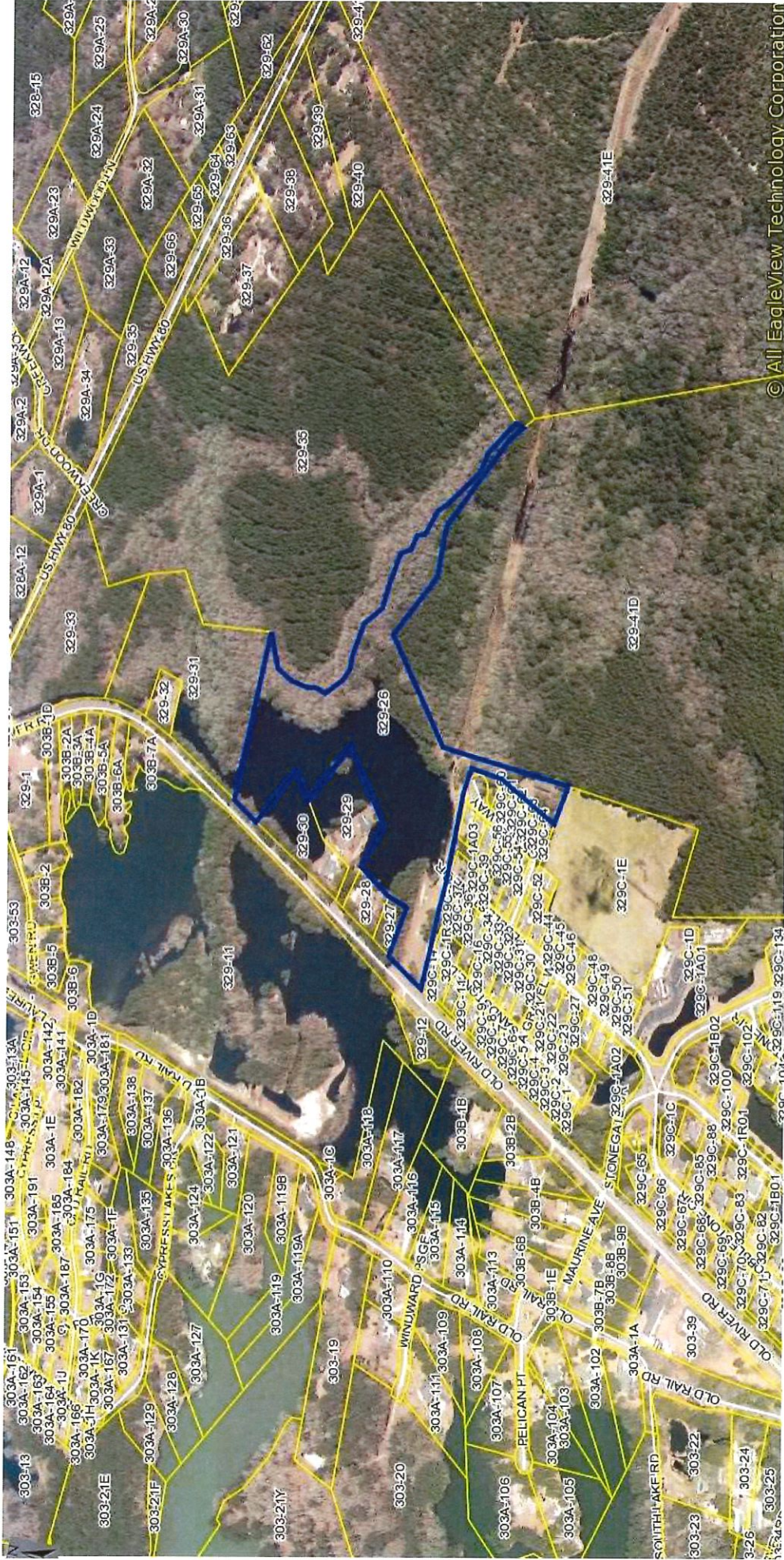
Date created: 1/31/2022
Last Data Uploaded: 1/28/2022 8:07:01 PM

Developed by  Schneider GEOSPATIAL

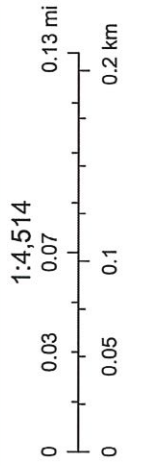
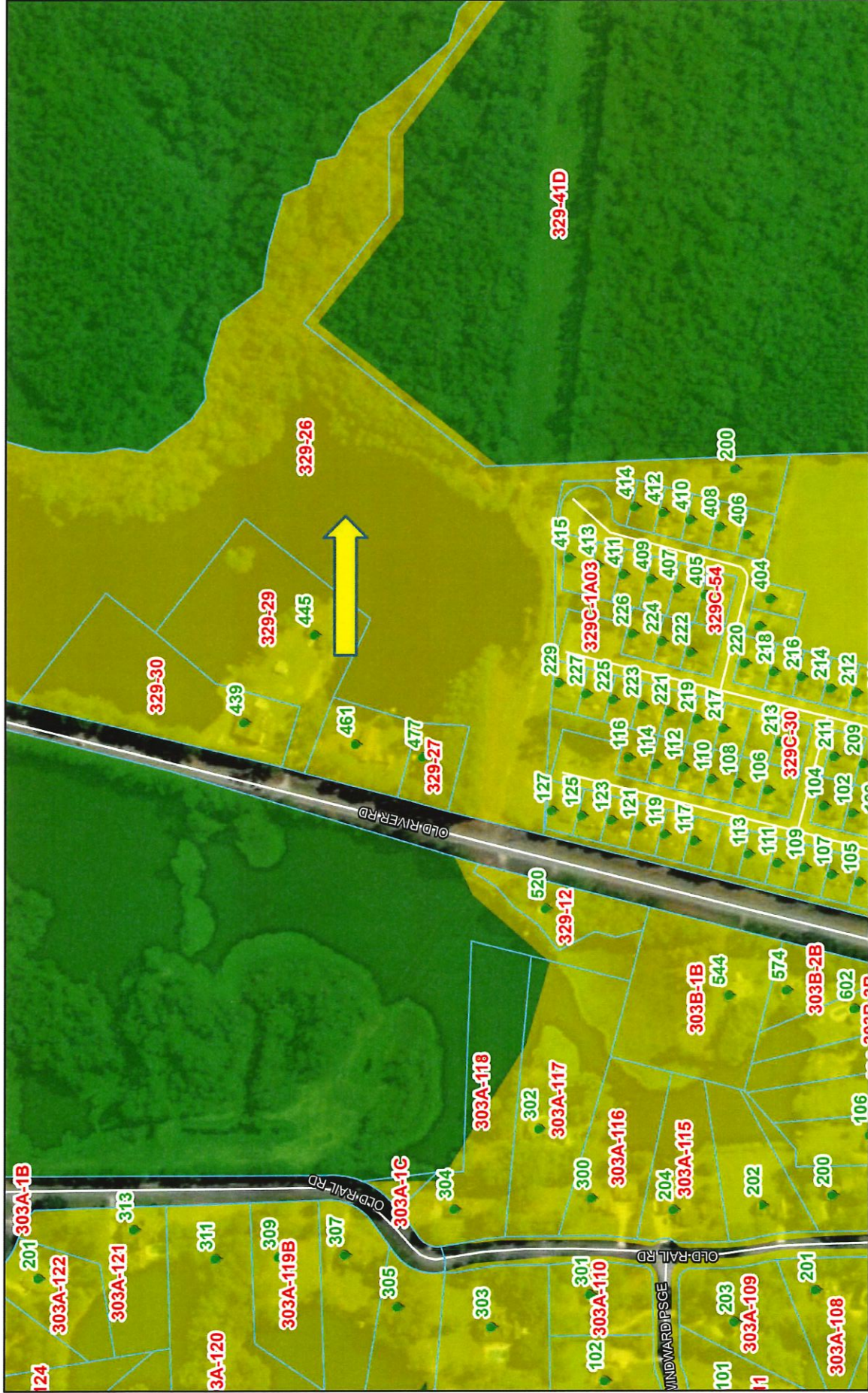
*THIS IS CLOSE
OUTLINE OF
PROPERTY LEFT.*

*ONLY ACCESS IS OFF
OF OLD RIVER ROAD
UNLESS YOU DRIVE ACROSS
COMMON AREA AT END OF
GRAVEL WAY*

329-26



Old River Road



9/13/2022, 2:19:14 PM

- ◆ Address Points
- Parcels2020
- Residential
- Agriculture
- Transportation/Utilities
- Roads

Tax Parcel Labels Future Land Use - Plan Date 10/1/2019

Old River Road



9/13/2022, 2:16:57 PM

-  Address Points
-  Roads
-  R-1
-  R-2
-  PD
-  AR-1
-  Parcels2020

Scale: 1:4,514
 0 0.03 0.07 0.13 mi
 0 0.05 0.1 0.2 km
 Maxar

EFFINGHAM COUNTY REZONING CHECKLIST

DB

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL _____

DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

- Yes No ? 1. Is this proposal inconsistent with the county’s master plan?
- Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?
- Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No ? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL

DISAPPROVAL

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL ✓

DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

Yes No ? 1. Is this proposal inconsistent with the county’s master plan?

Yes No ? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?

Yes No ? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?

Yes No ? 4. Does the property which is proposed to be rezoned have a have a reasonable economic use under existing zoning?

Yes No ? 5. Does the proposed change constitute “spot zoning” which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?

Yes No ? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?

Yes No ? 7. Are nearby residents opposed to the proposed zoning change?

Yes No ? 8. Do other conditions affect the property so as to support a decision against the proposal?

AZ

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. The supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

After receiving all information presented as to each zoning proposal at any public hearing provided for in this Article, and prior to making any recommendation thereon, the Planning Board shall consider each of the eight questions contained in the following checklist in written form and forward a copy of the same to the Board of Commissioners together with any additional material deemed appropriate:

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL X DISAPPROVAL _____

Of the rezoning request by applicant **Wendall A. Kessler – (Map # 329 Parcel # 26)** from **PD** to **AR-1** zoning.

- Yes No? 1. Is this proposal inconsistent with the county's master plan?
- Yes No? 2. Could the proposed zoning allow use that overload either existing or proposed public facilities such as street, utilities or schools?
- Yes No? 3. Could traffic created by the proposed use, or other uses permissible under the zoning sought, traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- Yes No? 4. Does the property which is proposed to be rezoned have a reasonable economic use under existing zoning?
- Yes No? 5. Does the proposed change constitute "spot zoning" which would permit a use which would be unsuitable, considering the existing use and development of adjacent and nearby property?
- Yes No? 6. Would the proposed change in zoning adversely affect existing use or usability of adjacent or nearby property?
- Yes No? 7. Are nearby residents opposed to the proposed zoning change?
- Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?

EFFINGHAM COUNTY REZONING CHECKLIST

Applicants requesting a Zoning change shall supply to the Planning Board information describing the proposed change plus supporting data relating to the change to assist the Planning Board in making their determination. the supporting documentation shall include a format substantially the same as the checklist/criteria used by the Planning Board in evaluating the requested zoning change.

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CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL PEH DISAPPROVAL _____

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PEH