

ATTACHMENT A - VARIANCE APPLICATION

Application Date: 2/14/22

Applicant/Agent: D.R. Horton / CKATEN

Applicant Email Address: ckaten@drhorton.com

Phone # 843-476-7294

Applicant Mailing Address: 30 Silver Lake Drive

City: Bluffton State: SC Zip Code: 29909

Property Owner, if different from above: _____
Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____

Phone # _____

Owner's Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Property Location: Lot 141- 136 Ramsey Way Parcel no. 445C-141

Name of Development/Subdivision: Ramsey Landing

Present Zoning of Property R-1 Tax Map-Parcel # 0445C-00000
-142-000 Total Acres .9784

VARIANCE REQUESTED (provide relevant section of code): Section 6.1

Describe why variance is needed: _____

Slopes in the right of way and topography of the lots make it infeasible to provide sidewalk along these lots within the development.

How does request meet criteria of Section 7.1.8 (see Attachment C): _____

Section 7.1.8.1 identifies exceptional topographical conditions. The slopes in front of these lots would make the installation of a sidewalk, especially in areas of driveway crossings, infeasible and tying it into the surrounding areas with sidewalk would result in a sidewalk that is difficult to navigate due to extreme slopes.

Applicant Signature:  Date 2-15-2022

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 February 16, 2021, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2663 page 480-484.

I hereby certify that I am the owner of the property being proposed for Variance 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 Carl Aasen

Print Name CARL AASEN

Owner's signature _____

Print Name _____

Owner's signature _____

Print Name _____

Sworn and subscribed before me this 15th day of FEBRUARY, 20 22.

Mark Strange
Notary Public, State of ~~Georgia~~ SOUTH CAROLINA



AUTHORIZATION OF PROPERTY OWNER

I, Sean T. Ware (Dir of City Operations), being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Effingham County, Georgia

I authorize the person named below to act as applicant in the pursuit of a Variance application. I acknowledge and accept that I will be bound by the decision of the Board of Commissioners, including any conditions, if the application is approved.

Name of Applicant/Agent: CARL ATEN

Applicant/Agent Address: 30 SILVER LAKE DRIVE

City: BLUFFTON State: SC Zip Code: 29910

Phone: 843-476-7294 Email: CATEN@drhorton.com

Owner's signature Sean T. Ware

Print Name Sean T. Ware

Personally appeared before me Sean T. Ware (Owner print)

Who swears before that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

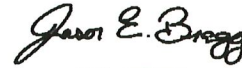
Sworn and subscribed before me this 22 day of FEBRUARY, 20 22.

Mark Stravige
Notary Public, State of ~~Georgia~~ SOUTH CAROLINA



**BK:2663 PG:480-484
D2021001843**

FILED IN OFFICE
CLERK OF COURT
02/17/2021 02:32 PM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



REAL ESTATE
TRANSFER TAX
PAID: \$1,890.00

PT-61 051-2021-000469

3639644106
0848497841
PARTICIPANT ID

After Recording Return To:

53873W
Josh Walker, Esq.
Zeigler & Walker, P.C.
636 Stephenson Avenue, Suite A
Savannah, Georgia 31405

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made as of this 16th day of February, 2021, by and between **RAMSEY LANDING SOFIV, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantor"), and **D.R. HORTON, INC.**, a Delaware corporation (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESETH: That,

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject to all matters of record, all that tract or parcel of land commonly referred to as Ramsey Landing, Phase I, located in the Ninth District of Effingham County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (such land, the "Property").

TO HAVE AND TO HOLD the above-described Property, together with all and singular the rights, members, easements and appurtenances thereof, and all of Grantor's right, title, and interest in any public rights-of-way adjoining the Property, to the same being, belonging, or in any way appertaining, to the only proper use, benefit, and behoof of Grantee, subject to the Permitted Exceptions on attached Exhibit B, forever, in FEE SIMPLE.

AND, SUBJECT TO the Permitted Exceptions on attached Exhibit B, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

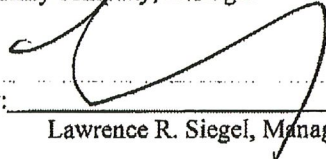
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IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

GRANTOR:

**RAMSEY LANDING SOFIV, LLC, a
Georgia limited liability company**

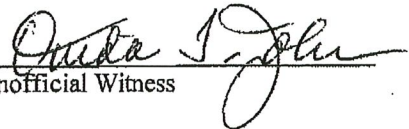
By: **SCORPION OPPORTUNITY FUND
MANAGER IV, LLC, a Georgia limited
liability company, Manager**



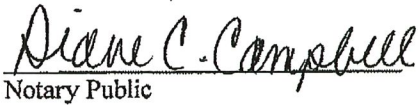
By: _____
Lawrence R. Siegel, Manager

[SEAL]

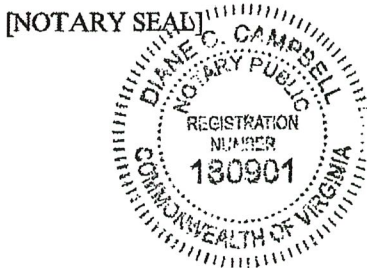
Signed, sealed and delivered in the presence of:


Unofficial Witness

Sworn to and subscribed before me this
15th day of February, 2021.


Notary Public

My commission expires:
August 31, 2024



Signature Page to Limited Warranty Deed

EXHIBIT A

Legal Description

All those certain lots, tracts or parcels of land situate, lying and being known as LOTS 69, 70, 71 110-115 117, 118, 120-124, 126, 127, 129-133, 141-147, 185-189, RAMSEY LANDING PHASE I, as shown on that certain subdivision plat entitled "RAMSEY LANDING, PHASE I, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA", prepared for Ramsey Plantation Development Company, Inc. by Southeast Engineering and Environmental, dated January 2, 2007, and being recorded in Plat Cabinet C, Pages 151 A-F and Plat Cabinet C, Pages 152 A-B; in the Office of the Clerk of the Superior Court of Effingham County, Georgia. For a more detailed description as to courses, metes and bounds of the property described herein, reference is hereby made to said plat of record.

Exhibit A to Limited Warranty Deed

EXHIBIT B

Permitted Exceptions

1. Such state of facts as shown on those plats recorded in Plat Cabinet C, Page 78 B-1; Plat Cabinet C, Pages 151 A-F; and Plat Cabinet C, Pages 152 A-B, Effingham County, Georgia Records.
2. Declaration of Covenants, Conditions, and Restrictions for Ramsey Landing II by the Coastal Bank, dated October 7, 2011, as recorded in Deed Book 2044, Page 357, as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for Ramsey Landing II, dated September 7, 2012, and recorded in Deed Book 2126, Page 1, aforesaid records.
3. Assignment of Declarant's Rights for Declaration of Covenants, Conditions and Restrictions for Ramsey Landing II from The Coastal Bank to Ramsey Landing SOFIV, LLC, dated September 28, 2012, and recorded in Deed Book 2133, page 134, aforesaid records.
4. Collateral Assignment of Declarant's Rights between Ramsey Landing SOFIV, LLC and The Coastal Bank, dated September 28, 2012, and recorded in Deed Book 2133, Page 137, aforesaid records.
5. Easement from Ramsey Plantation Development Co., LLC to Georgia Power Company recorded in Deed Book 1780, Page 207, aforesaid records.
6. Rights to "30' Access Road" in Quitclaim Deed from Elizabeth S. Deal Harn to Jack E. Ramsey, Jr. and Speir N. Ramsey dated June 22, 2001, and recorded in Deed Book 734, Page 133, aforesaid records.
7. Rights to "Easement Parcel A" in Quitclaim Deed Jack E. Ramsey, Jr. and Speir N. Ramsey dated June 22, 2001, and recorded in Deed Book 734, page 135, aforesaid records.
8. Non-exclusive perpetual easement from Ramsey Plantation Development Company, LLC to 275 Development Group, LLC dated December 4, 2009, and recorded in Deed Book 1901, Page 46, aforesaid records.
9. Access Easement from Ramsey Landing SOFIV, LLC to First Chatham Bank, dated December 15, 2020, and recorded in Deed Book 2647, page 290, aforesaid records.
10. All taxes for the year 2020 and subsequent years, not yet due and payable.
11. Any additional taxes, interest and/or penalties which may be assessed for current and prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the Property is located.
12. All matters as would be disclosed by a current and accurate survey and inspection of the Property, including without limitation, encroachments, encumbrances, easements, measurements, violations, adverse circumstances, variations in area or content, party walls, or riparian rights.

Exhibit B to Limited Warranty Deed

13. Other utility easements and rights-of-ways of record that do not materially affect Grantee's intended use or the value of the Property.

Exhibit B to Limited Warranty Deed

**RAMSEY LANDING II SUBDIVISION
ARCHITECTURAL REVIEW GUIDELINES**

August 21, 2012

1.0 INTRODUCTION

These Guidelines explain the architectural review procedures and outline useful information and requirements that will be helpful in the design and construction of homes at Ramsey Landing II Subdivision ("Ramsey II") as authorized by the Declaration of Protective Covenants for Ramsey Landing II Subdivision, dated October 7, 2011, recorded in Deed Book 2044, page 357, Effingham County, Georgia, records, including any and all amendments and modifications thereto (the "Declaration"). They are intended to assure that all improvements at Ramsey II are aesthetically compatible with each other and are constructed to reflect the quality and permanence of the Ramsey II community.

In order to perform these functions in an efficient and expeditious manner, the Declarant, as defined in the Declaration, or the Association (in the event that one is ever created) shall administer these guidelines or may, in its sole discretion, assign these duties to an Architectural Review Committee ("ARC"). Currently, these guidelines are being administered by the Declarant.

2.0 APPLICATION REVIEW PROCEDURES

2.1 Applicability

a. New Construction Review procedures. ARC approval under the New Construction Review procedures shall be required prior to site disturbance for the construction of any structure or structures and associated improvements on a previously undeveloped site. Proposed improvements subject to said review shall include, but not be limited to, the creation of any building, fence, wall, swimming pool, screening device or other structure.

b. Modification Review procedures. ARC approval under the Modification Review procedures shall be required prior to site disturbance for the commencement of any modification, alteration, addition to, or removal of an existing structure and/or its associated improvements. Proposed modifications subject to review shall include but not be limited to, all additions, exterior changes or modifications to any building, fence, wall, swimming pool, screening device or other structure.

2.2 Applications for Review. When an Applicant submits plans to the ARC for approval, as discussed below, the submission shall include the Application in the form attached hereto. The Application shall be used as a transmittal record of the submission and ARC's response as to the submission shall be made on a copy of the Application.

2.3 ARC Response Time. In many cases, the ARC will render a decision at the next scheduled ARC meeting, but in all cases the ARC will render and mail (or make available for pick up) a written decision no later than thirty (30) days following the date of proper submittal of a complete application. In the event that the ARC fails to mail, or make available for pickup, a

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response to any Application within thirty (30) days following date of proper submittal, said Application shall be deemed approved.

2.4 Actions Permitted by ARC. The ARC's decision may be:

- b. approval
- c. approval with conditions
- d. disapproval with explanation
- e. deferral pending submission of more information
- f. incomplete application

All decisions will be made in writing, but shall in no way relieve the Applicant of his or her responsibility and liability for adherence to any applicable ordinances and codes.

2.5 Actions Permitted by ARC. Disapproved or deferred submissions may be revised and resubmitted for review and approval at the next scheduled meeting after a decision has been rendered. The Applicant or his or her representative may ask to personally address the ARC at its next scheduled meeting.

3.0 NEW CONSTRUCTION REVIEW

The review procedure for new construction is divided into two (2) steps. The Applicant is responsible for initiating each step.

3.1 STEP ONE: Plan Approval. A request for Plan Approval must contain the following:

1. Application
2. Site Plan (2 sets at minimum 1/8" = 1.0' scale) showing the location of the house, driveway, walks, property lines, easements, setbacks, and all trees over thirty (30) inches in diameter at chest height.
3. Building Plans (2 sets at minimum 1/8" = 1.0') shall include floor plans, elevations, building sections, and details of entrances, caves, dormers, shutters, and other similar details.
4. Exterior Material, Finish and Color Samples
 1. Stucco: 8"x8" square
 2. Brick and grout: 14"x25" size from manufacturer
 3. Roofing: No smaller than 5"x7" piece
 4. Paint swatches - 3"x 2 1/2" size of trim and fascia board, siding, shutters, front door, garage door

5. Such additional information as requested by ARC

Construction must commence within (1) year of Plan Approval or Plan Approval is void. A conditional approval is not deemed a Plan Approval until said conditions have been satisfied and confirmed by ARC or an ARC representative in manner required by the conditional approval.

3.2 STEP TWO: Final Site Inspection.

1. Final Site Inspection Upon completion of construction, Applicant shall schedule a final site inspection with the ARC representative to verify compliance with the Plan Approval.

The ARC shall have the right and duty to enter upon and inspect any lot at any time before, during or after the completion of work for which a Plan Approval has been obtained. Applicants are forewarned that the Declarant or the Association, as the case may be, has broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed at Ramsey II. In this regard, if the ARC finds that an improvement was not performed or constructed in substantial compliance with the submittals receiving Plan Approval, the Declarant or the Association, as the case may be, may remedy or remove the non-complying improvement and charge all costs associated with such action to the Applicant or its builder.

3.3 Plan Changes During Construction. All changes to the approved plans, elevations, and schedules after issuance of Plan Approval must be submitted to the ARC for review in accordance with the procedures specified in Step 2 above. The Applicant shall submit sufficient written information to allow ARC to fully understand the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the submittals required in Step 2. The Applicant is encouraged to submit changes at the earliest possible time to avoid project delays.

3.4 Preliminary Clearing Approval. Generally, no site disturbance activities shall be performed on any lot until a Plan Approval is issued pursuant to the New Construction Review or Modification Review procedures, except for careful underbrushing to facilitate laying out the improvements and flagging trees. Notwithstanding the foregoing, it may become desirable under certain circumstances to commence site disturbance prior to submission of plans in order to achieve the economics of clearing multiple lots or to facilitate the sale of a lot. Such approval may be granted by the ARC on a case by case basis subject to conditions imposed by the ARC.

4.0 MODIFICATION REVIEW

Modification Review is a streamlined review procedure for minor modifications to existing improvements not requiring multiple inspections. Substantial modifications may, in the reasonable discretion of ARC, require compliance with the New Construction Review procedures. Therefore, Applicant should contact the ARC for guidance prior to requesting a

Modification Review. This section shall not apply to plan changes during new construction or to structural additions to existing construction, both of which are governed by the New Construction Review procedures.

4.1 Plan Approval. Prior to modifying existing improvements, the Applicant must obtain Plan Approval from the ARC. The request for Plan Approval must contain the following for ARC review:

1. Application
2. Information as Required Any of the following reasonably necessary to indicate extent of proposed improvement in sufficient detail to allow review:
 - a. Written Description of Modification
 - b. Site Plan, for modifications other than exterior material, finish and color changes
 - c. Building Plans, if applicable
 - d. Exterior Material, Finish and Color Schedule, if applicable

4.2 Plan Changes During Construction. All changes to the approved plans, elevations, and schedules after issuance of a Ramsey II Plan Approval must be submitted to the ARC for review in accordance with the procedures specified in Step 1 above. The Applicant shall submit sufficient written information to allow ARC to fully understand the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the submittals required in Step 1. The Applicant is encouraged to submit changes at the earliest possible time to avoid project delays.

5.0 BUILDING DESIGN GUIDELINES

5.1 Residential Purposes. No structure on a lot shall be used for a purpose other than private residential use.

5.2 One Dwelling. Only one single family dwelling, not to exceed two stories in height, shall be erected on a lot.

5.3 Site Placement. All buildings and other improvements shall be placed as approved by the ARC. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved.

5.4 Building Setbacks. The following minimum building setback lines are required:

- A. Front - 50 feet
- B. Side (Interior) - 15 feet
- C. Side (Street) - 25 feet
- D. Rear - 35 feet

The ARC may grant an exception for the above minimum setbacks in a case where a home site would be rendered unbuildable due to its size, shape or topography, and to save existing trees.

5.5 Building Size. The following minimum square footage of heated living area, exclusive of screened or unscreened porches, patios, terraces, garages and carports, is required for main residential dwelling structures, excluding accessory buildings.

Neighborhood I

(Lots 1-60, (only including Lots 17, 31, 33, and 45 if added))

- A. 1800 square-foot minimum
Lot Numbers (inclusive): 1-15, 21-24, 35-37, 39-43, 50-60
- B. 2100 square foot minimum for Lots adjoining lots sold as of 10/1/11
Lot Numbers (inclusive): 16-20, 25-34, 38, 44-49

Neighborhood II

(Lots 61-248 (only including Lots 79, 87, 96, 100, 101, 109, 116, 128, 149, 184, 199, 220, 241 if added))

- A. 2100 square foot minimum
Lot Numbers (inclusive): 61-69, 72-77, 81-85, 89-92, 106, 107, 111-114, 119-126, 143-147, 152-170, 172-181, 201-213, 222-232, 236-239, 243-248
- B. 2500 square foot minimum for Lots adjoining lots sold as of 10/1/11
Lot Numbers (inclusive): 70-71, 78-80, 86-88, 93-105, 108-110, 115-118, 127-142, 148-151, 171, 182-200, 214-221, 233-235, 240-242

No building may contain more than two (2) stories of living space or have a garage for more than three (3) cars, without the prior written consent of the ARC. A two-story dwelling must contain at least 60% of the minimum square footage stated above on the first floor. A one-story dwelling containing a bonus room constructed in attic space or over a garage and containing not more than 300 square feet shall not be considered a two story dwelling for purposes of this section.

5.6 Design Theme. The design theme for each home shall be consistent with the overall theme of the Ramsey II community.

5.7 Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, dryvit, wood (not plywood or similar material), or other approved natural material. No simulated brick or stone shall be permitted. Vinyl siding shall not be used as an exterior building materials, except that high grade vinyl may be used on fascia, soffit, cornice, gable ends, trim areas, and to compliment the primary exterior material.

5.8 Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Acceptable colors shall include, but not be limited to neutral colors with traditional trim colors and muted pastels common to the southeastern coastal region. All exterior wood must be painted or stained except for decks, docks, fences and other structures constructed out of treated or decorative lumber and not visible from the street.

5.9 Exterior Trim and Decoration. Exterior window and door trim and similar decorations shall all be of the same color and material, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls.

5.10 Roof. Roof pitches and overhangs may vary as necessary by architectural design; however, no flat roofs are allowed as a major structural element and no other unusually steep roof or other unusual roof lines are allowed. A minimum of eight (8) feet high to twelve (12) feet horizontal slope is required. All roof stacks, flashings, metal chimney caps and gutters shall be painted to match approved roof colors or trim. Roof stacks and plumbing vents shall be placed on rear slopes where possible.

5.11 Roof Colors and Materials. Roof colors and textures shall be an integral part of the exterior color scheme of the building. Approved roofing materials include, but are not limited to fiberglass shingles, asphalt shingles, Masonite shingles, cedar wood shingles or shakes, concrete tiles with natural color and texture, natural clay tiles, copper, copper simulated or standing seam tin.

5.12 Windows. Wood, vinyl clad wood, vinyl and metal windows are allowed, provided that metal windows must be anodized bronze or factory finished colors compatible with the primary and trim color. Reflective glass is prohibited.

5.13 Garages. All residential dwellings shall include a side or rear facing attached garage with at least 450 square feet of area and adequate to house two (2), but not more than three (3) automobiles and shall include adequate space for storage, provided that garages cannot face any street. The garage door shall be compatible with the color of the other exterior finishes of the building. No garage shall be converted to other usage without the substitution of another garage.

5.14 Driveways and Sidewalks. All driveways shall be paved with asphalt or concrete.

from the road or street to the garage. Lot owners with more than two vehicles are suggested to extend their driveways (parking pad) to allow extra cars to be parked on their lot on the side of their homes. No extra vehicles can be parked on the street except in special cases approved by the Declarant.

All Lots, unless otherwise noted, will have a poured in place, standard, un-dyed concrete sidewalk along any and all streets for the entire length of such street(s). Sidewalks will not be required on Lots #87, 133, 132, 131, 130, 129, 118, 117, 116, 115, 142, 141, 189, 188, 187, 185, and 184. The sidewalk will be constructed by the Lot Owner. The concrete will not be patterned, colored or impregnated with aggregate. It will have a light broom finish over the entire horizontal surface. The finished upper elevation of the sidewalk will be four inches (4") higher than the back edge of the concrete curbing along the street(s). Sidewalks will have a control joint approximately every ten feet (10').

The sidewalk on Lot #88 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #87. The sidewalk on Lot #128 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #129. The sidewalk on Lot #119 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #118. The sidewalk on Lot #114 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #115. The sidewalk on Lot #143 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #142. The sidewalk on Lot #183 will be turned to end at the back edge of the concrete curbing along the street at the boundary of Lot #184.

5.15 Chimneys. Any exposed portion of a chimney outside of the building shall be constructed solely of bricks, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a shroud or surround.

5.16 Fences and Walls. All fences and walls must be approved by the ARC. Side and rear yard fences and walls are permitted to entirely enclose or define property lines of individual home sites, and to enclose service areas, patios, gardens, pet enclosures, swimming pools or other areas requiring privacy, subject to the easement rights of the Association and utility companies. All fences and walls must be attractive from both sides. No fence shall be constructed closer to the front lot property line than the rear corner of any residence. The fence facing the road shall be of a type approved by the ARC. All fencing shall be installed professionally and installation shall be approved by Declarant. Approval of one type of fencing for one lot does not require approval of that type of fencing for any other lot.

5.17 Service Court. A service court, or drying yard area, hidden from view from any adjacent street, and from the adjoining lots, must be constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage.

5.18 Accessory Structures. No more than one (1) detached single family residential dwelling shall be erected on a home site. The ARC may approve accessory structures (such as

garages, gazebos, guest houses, servants' quarters, and the like) that are detached from a main residential dwelling so long as they are not erected prior to construction of the main residential dwelling and are not intended to be held for lease. The addition of accessory structures shall be subject to the applicable building setback lines.

5.19 Window Air Conditioning Units. No window air conditioning units shall be permitted. Use of through the wall units for bonus rooms and accessory buildings may be approved by the ARC in limited circumstances. Where possible, all exterior air conditioning units shall be screened from view from the street.

5.20 Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any home site unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvement. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

5.21 Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the building, or on the inside portion of the corner home sites within setback lines. Wooden play structures are preferred. However, metal swing sets are allowed provided they are painted to blend in with the landscaping. Forest green, walnut brown and black are acceptable colors.

5.22 Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed upon any home site shall be subject to review by the ARC.

5.23 Signs. No advertising sign or advertising matter of any kind shall be created upon or displayed, or otherwise exposed to view on any lot, except for standard size real estate sales signs and builder signs during construction in a form approved by the ARC. In no event will any sign be larger than twenty-four inches (24") by twenty-four inches (24"). No other window displays or advertising shall be maintained or permitted on any lot.

5.24 Lighting. All exterior lighting shall be consistent and complimentary in design to the style and character of the home and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed uplighting or downlighting and the style and type of lighting shall not be visible from streets and other common areas and no color lens or lamps are permitted. No lighting of tennis courts is permitted unless approved by the ARC.

5.25 Lawn Furnishings. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any home site without prior approval of the ARC.

5.26 Interior Design. The ARC will not normally comment on or reject a home because of its interior elements, except in cases where those features affect the exterior appearance.

5.27 Antennas. No antenna for transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used or maintained, except that satellite dishes less than 24" in diameter or antennas less than 20" by 20" may be installed if screened from view of the road and adjacent properties.

5.28 Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, lakes; no mounds, knolls, dams or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior consent of the ARC.

5.29 Construction Times. Construction activities shall only take place on the property between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday, and 8:00 A.M. to 7:00 P.M. on Saturday. No construction activities shall be allowed on the property at any other times and no construction activities shall be allowed on the property on Sundays, Thanksgiving Day, Christmas Day, and New Years Day.

5.30 Trees. In order that the natural beauty of the home site may be preserved, no living tree having a diameter of twenty-four (24) inches or more, as measured four (4) feet from the natural grade, shall be destroyed or removed from the property unless approved by the ARC in connection with its approval of the plans and specifications for the construction of improvements on the property. Shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining lot.

5.31 Grass and Irrigation. All yards within each home site not covered with pavement; buildings, shrubs or groundcover shall be completely sodded or planted with grass. Centipede and St. Augustine grass are preferred. Any sodded areas facing a street shall utilize an underground irrigation system.

5.32 Natural Vegetation and Mulch. All areas within each home site not covered with pavement, buildings, shrubs, groundcover or grass shall be left in natural vegetation or covered with pine straw, or pine, cypress or other acceptable mulch in accordance with a landscape plan approved by the ARC. Gravel, rocks and artificial turf will not be substituted for lawns.

5.33 Mailboxes. All mailboxes shall have black iron posts with a black mailbox, and shall be of consistent material to be approved by the ARC. The style of mailbox shall be consistent throughout the neighborhood as determined by the ARC. No brick frame, wood or other products are acceptable. Mailboxes shall be installed at the sole cost and expense of the Owner.

6.0 REGULATORY COMPLIANCE. Plans submitted for ARC review must comply with all applicable building codes, zoning regulations and the requirements of all agencies having jurisdiction over the project. It is the responsibility of the Applicant to obtain all necessary permits. Regulatory approvals do not preclude the authority and responsibility of the ARC for design review and vice versa.

7.0 ENFORCEMENT. These Guidelines may be enforced by Declarant or Association, as the case may be, by bringing suit at law or in equity to recover monetary damages or to enjoin by preliminary injunction, temporary restraining order, or other equivalent relief any actual or threatened violation of the Guidelines, or both of the preceding.

8.0 WAIVER, AMENDMENT AND THIRD PARTY BENEFIT. The Declarant or Association maintains the right from time to time, at their sole discretion, to waive, amend or modify these procedures and Guidelines. Neither the Declarant or Association, nor its agents, representatives or employees shall be liable for failure to follow these Guidelines as herein defined. These Guidelines confer no third party benefit or rights upon any entity, person or Applicant.

9.0 NON-LIABILITY OF THE DECLARANT, ASSOCIATION AND ARC. The Declarant, Association and ARC, their respective members, successors, assigns, agents, representatives or employees shall not be liable for damages or otherwise to anyone submitting plans to the ARC for approval, or to any action of the Declarant, Association, or ARC with respect to any submission, or for failure to follow these Guidelines. The role of the Declarant, Association and ARC is directed toward review and approval of site planning, appearance, architectural vocabulary and aesthetics. The Declarant, Association, and ARC assume no responsibility with regard to design or construction, including, without limitation, the civil, structural, mechanical, plumbing or electrical design, methods of construction, or technical suitability of materials.

10.0 ACCURACY OF INFORMATION. Any Applicant submitting plans to the ARC shall be responsible for verification and accuracy of all components of such submissions, including, without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.

11.0 APPLICANT REPRESENTATION. The Applicant represents by the act of entering into the review process with the ARC that all representatives of Applicant, including, but not limited to, Applicant's architect, engineer, contractors, subcontractors, and their agents and employees, shall be made aware by the Applicant of all applicable requirements of the ARC and shall abide by these Guidelines and the Declaration with respect to approval of development plans and specifications.

RAMSEY LANDING II SUBDIVISION
ARCHITECTURAL REVIEW COMMITTEE

Application and Checklist

General Information and Approval Summary:

Date of Submittal _____ Requested Hearing Date _____

Lot _____

ARC Approval Requested (Check One):

Date Considered:

Date Approved:

____ NEW CONSTRUCTION REVIEW

____ MODIFICATION REVIEW

____ RESUBMISSION

____ APPEAL

____ OTHER: _____

Inspection Requested:

____ FINAL SITE APPROVAL

Requested Date: _____

OTHER: _____

Requested Date: _____

Owner: _____

Home Phone: _____

Business Phone: _____

Mailing Address: _____

Builder: _____

Contact: _____

Business Phone: _____

Address: _____

Emergency 24 hours Phone: _____

Architect: _____

Contact: _____

Business Phone: _____

Address: _____

LOT NUMBER: _____

APPLICANT: _____

PLAN APPROVAL SUMMARY

ARC Signature:

Date:

Comments/Conditions:

APPROVED: _____

APPROVED WITH
CONDITIONS:

DISAPPROVED:

DEFERRED:

INCOMPLETE:

RESOLUTION OF BOARD OF DIRECTORS
OF RAMSEY LANDING II PROPERTY OWNERS ASSOCIATION, INC.

THIS RESOLUTION (the "Resolution") is entered into this ____ day of _____, 2012, by all members of the **BOARD OF DIRECTORS OF RAMSEY LANDING II PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation (the "Board").


WITNESSETH:

WHEREAS, pursuant to Section 3.15 of the Bylaws of the Ramsey Landing II Property Owners Association, Inc., the Board does desire to hereby consent to the adoption of the following actions which would otherwise have been taken by the Board at a duly called meeting;

NOW, THEREFORE, the Board does hereby take the following actions:

1. The Board hereby consents to and approves the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Ramsey Landing II.
2. The Board hereby consents to and approves the Architectural Review Guidelines dated August 21, 2012.

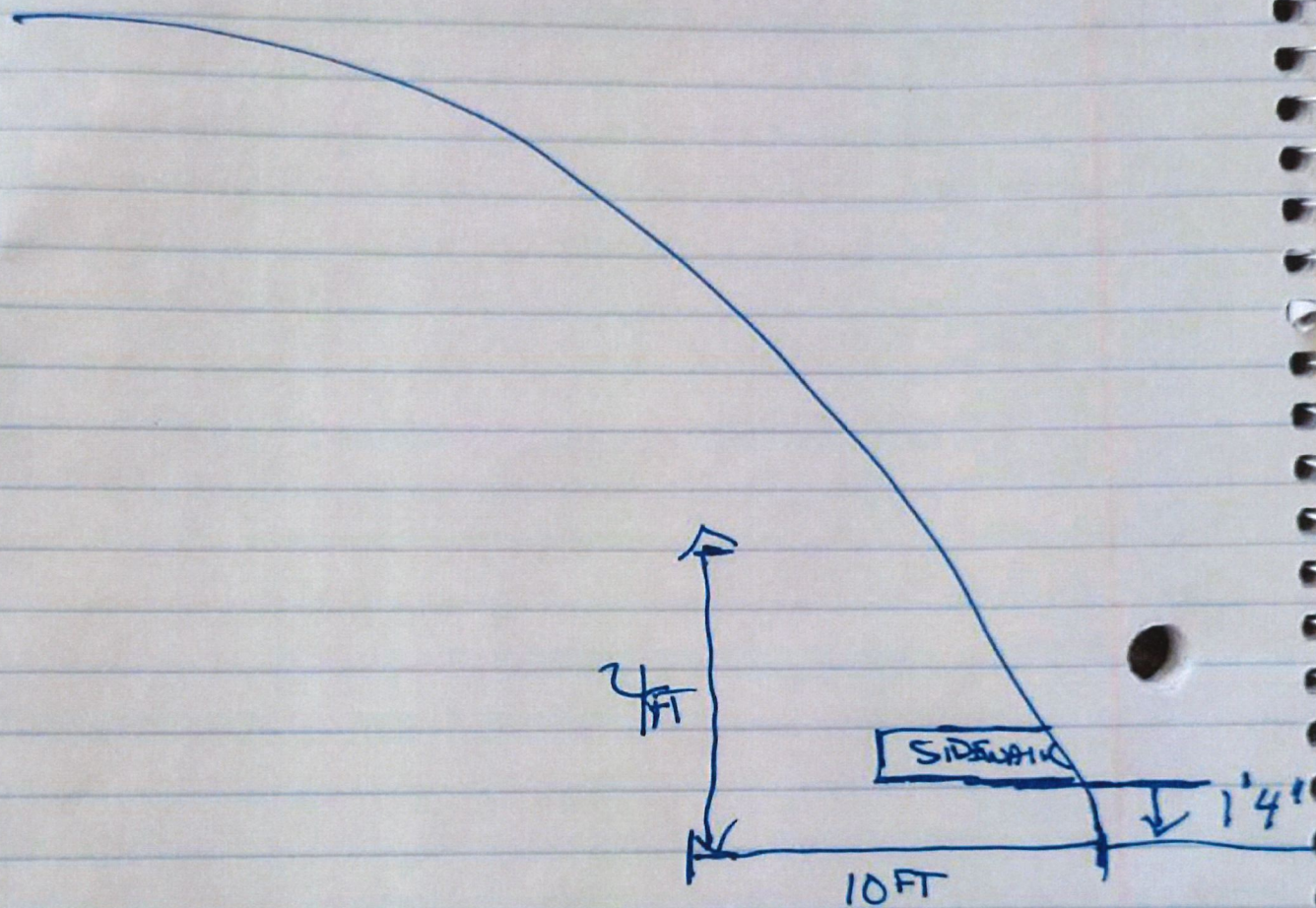
IN WITNESS WHEREOF, all members of the Board have duly executed this Resolution, to be effective as of the day and year first above written.



Chapman Bennett, Sole Director

PHOTOGRAPHS PROVIDED BY APPLICANT





SIDEWALK WILL BE 1 FT 4 IN ABOVE CURB

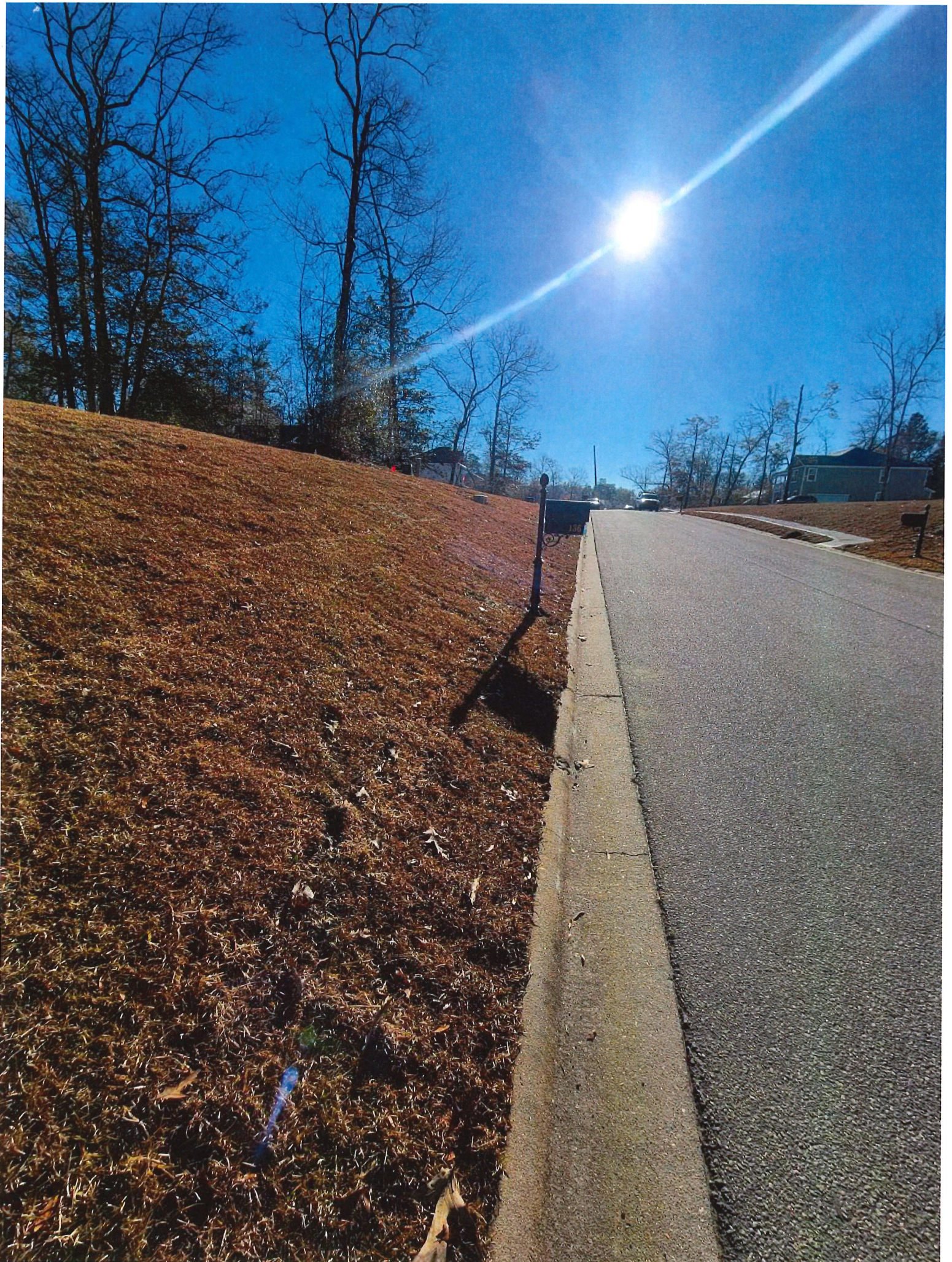
SLOPE IS RAISING 4 FT EVERY 10 FT











NOTIFICATION TO BUYER

- PROVIDED BY APPLICANT -



Date- 02/18/22

To: Joseph and Jennifer Butler

From: Sean Ware, DR Horton

Re: Conditional CO for 136 Ramsey Way

Dear Joseph and Jennifer,

This letter is to make you aware of the variance that has been submitted to Effingham County in reference to the sidewalk issue. The zoning ordinance for Effingham county is that sidewalks need to be installed unless there are any unique physical circumstances in topography that will not allow a sidewalk.

The topography of the land from curb to homesite is not conducive to installing a sidewalk. The variance has been filed so that a sidewalk would not be necessary.

The Effingham County Board meets on March 21 and a decision will be issued on April 5. Effingham county is issuing a 60- Day Conditional CO allowing you to occupy the home. If the decision is made that sidewalks are not necessary, a permanent CO will be issued. If the decision is made to install the sidewalk, DR Horton will move forward at that time to fulfill the request and upon completion, the CO will be issued.

Please initial below that you acknowledge this condition at time of closing.

Joseph Butler JBB
02/21/22 1:47 PM
EST

Jennifer Butler JMB
02/21/22 1:46 PM
EST

Thank you for your understanding

Sean P. Ware 2.18.22
Sean Ware

DVP of City Operations

D.R. HORTON

30 Silver Lake Road, Bluffton, SC 29909

o: 843 778 6796 m: 843 697 9111

Sworn and subscribed to me this day.

February, 18, 2022

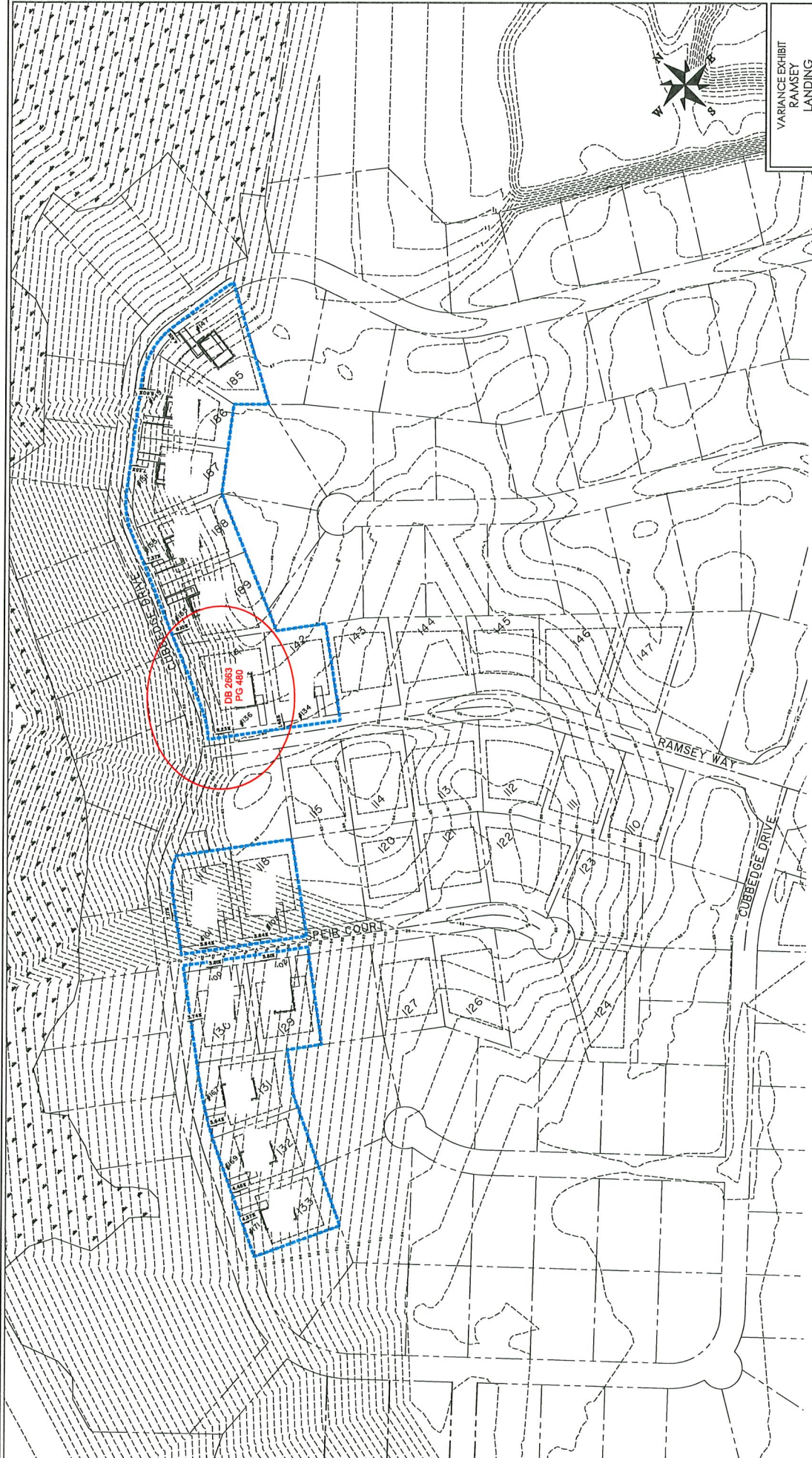
Mark Strange MARK STRANGE

Notary Signature

Notary Expiration 8/18/2030

Notary Seal





VARIANCE EXHIBIT
 RAMSEY LANDING
 EFFINGHAM COUNTY, GA
 PREPARED FOR:
 D.R. HORTON
 PREPARED BY:
THOMAS HUTTON
 80 W. G. Street, #101, 200
 Savannah, GA 31401
 www.thomashutton.com

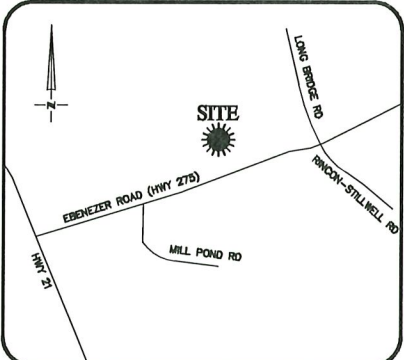
DATE:	12/17/20
SCALE:	1" = 100'
PROJECT:	RAMSEY LANDING
DATE:	12/17/20
SCALE:	1" = 100'
PROJECT:	RAMSEY LANDING

134 & 136 Ramsey Way, 147, 149, 151, 153, 155, 167, 169, & 171 Cubbedge Drive, 100, 101, 102 & 103 Speir Court

Property Location: _____

Ramsey Landing

Name of Development/Subdivision: _____



VICINITY MAP
Not To Scale

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	65.66'	230.00'	S 30°24'16" W	65.44'

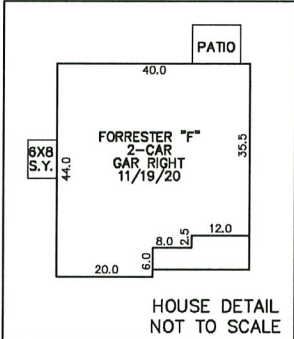
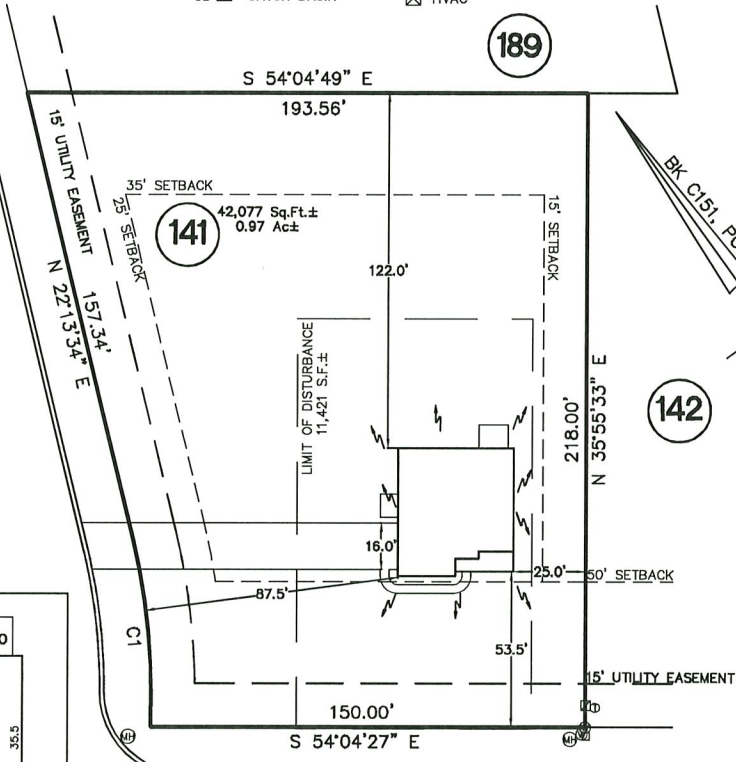
IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE W/ PORCH	1,730 S.F.±
DECK/PATIO/AC	137 S.F.±
DRIVEWAY & LEADWALKS	1,561 S.F.±
TOTAL (PROPOSED)=	3,428 S.F.±
LOT AREA =	42,077 S.F.±

FLATWORK WITHIN R/W 263 S.F.±

- LEGEND**
- E.I.P. EXISTING IRON PIN
 - E.C.M. EXISTING CONCRETE MONUMENT
 - S.I.P. SET IRON PIN
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - F.P.E. FLOOD PROTECTION ELEVATION
 - CLOSURE EXCEEDS 1 INCH in 10,000'
 - PROPERTY LINE
 - ADJOINER PROPERTY LINE BY DEED OR PLAT
 - CLEAN OUT
 - LIGHT POST
 - MAN HOLE
 - TELEPHONE PEDESTAL
 - WATER METER
 - CATCH BASIN
 - FIRE HYDRANT
 - TRANSFORMER
 - ELECTRIC BOX
 - CABLE PEDESTAL
 - WATER VALVE
 - HVAC

DRAINAGE ARROWS AND PROPOSED HOUSE ELEVATIONS PROVIDED BY BUILDER. BY PRESENTING ON PLAT, RLA IN NO WAY ASSUMES LIABILITY OF HYDRAULIC DESIGN. ANYTHING OF THIS NATURE IS ONLY SHOWN FOR PURPOSES OTHER THAN THE ACKNOWLEDGEMENT OF HYDRAULICALLY ENGINEERED DESIGN BY RLA. WE ARE NOT LICENSED TO HYDRAULICALLY DESIGN. THEREFORE, DRAINAGE ARROWS AND/OR PROPOSED HOUSE ELEVATIONS ON THIS PLAT WERE GIVEN AND TRACED FROM ACTUALLY PROVIDED DATA TO RLA.

CUBBEDGE DRIVE
(60' RIGHT-OF-WAY)



HOUSE DETAIL
NOT TO SCALE

#136 RAMSEY WAY
(60' RIGHT-OF-WAY)

REV. #	DATE	COMMENT
REV. 1	6/3/21	REVISED HSE SWING & DW PER BLDG E-MAIL-GBH
REV. 2	7/16/21	ADDED SIDEWALK PER BUILDER
REV. 2	7/16/21	REMOVED SIDEWALK PER BUILDER

NOTE:
 1. BUILDER ASSUMES RESPONSIBILITY FOR GRADING LOT AND/OR DESIGNING STEPS, PORCHES, DECKS, ETC. AS NECESSARY TO PREVENT ENCROACHMENT INTO SETBACKS.
 2. HOUSE DIMENSIONS AND OPTIONS SHOULD BE VERIFIED WITH CONTRACTOR PRIOR TO CONSTRUCTION.
 3. SETBACKS/ EASEMENTS SHOULD BE VERIFIED WITH DEVELOPER AND LOCAL OFFICIALS PRIOR TO CONSTRUCTION.
 4. THIS IS A CONCEPTUAL DRAWING AND CONTENTS SHOWN HEREON ARE SUBJECT TO CHANGE UPON FINAL CONSTRUCTION.
 THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED

NOTE:
 ACCORDING TO F.I.R.M. MAP NO. 13103C, PANELS 0280E EFFECTIVE MARCH 16, 2015, THE PROPERTY SHOWN ON THIS PLAT APPEARS TO LIE WITHIN FLOOD ZONE X.

THIS DRAWING DOES NOT REFLECT AS-BUILT INFORMATION

PRELIMINARY PLAT
 NOT FOR RECORDATION, CONVEYANCES, OR SALES.



HOUSE LOCATION PLOT PLAN

FOR
 LOT 141 RAMSEY LANDING, PHASE I
 9th G.M. District, Effingham County, Georgia

PROPERTY OF: D.R. HORTON

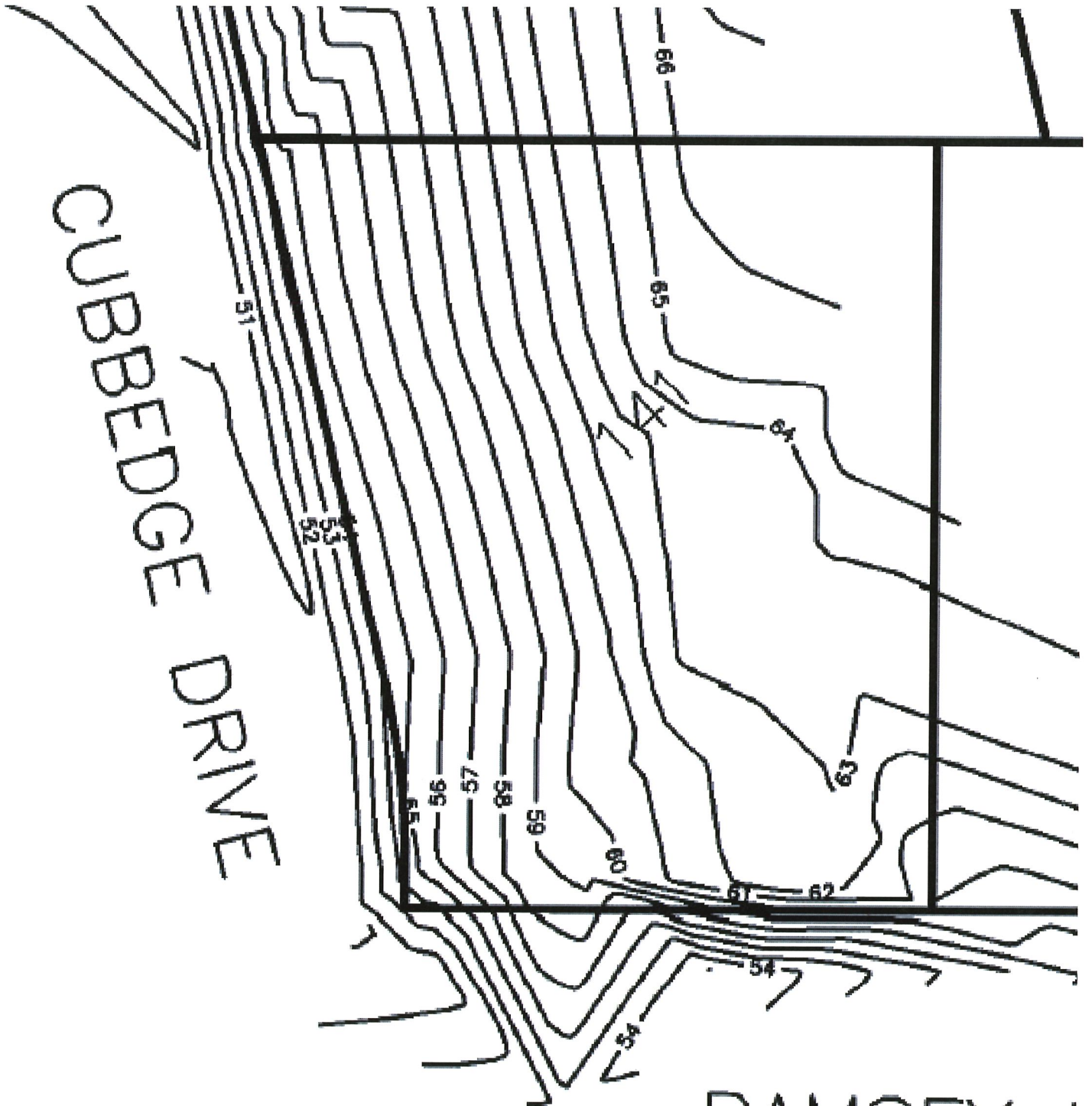
MAP BOOK C151 PAGE B DEED REFERENCE _____

DRAWN BY: JEM

DATE: FEBRUARY 26, 2021

RLA ASSOCIATES, PA
 785 KING GEORGE BLVD, SUITE 203
 SAVANNAH, GA 31419
 PHONE (843) 879-9091
 FAX (843) 261-9092

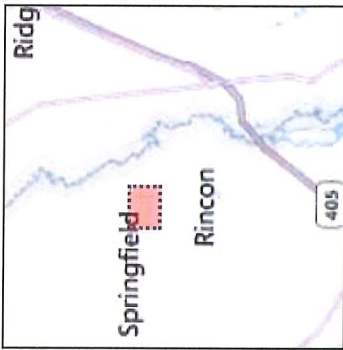
CUBBEDGE DRIVE



RAMSEY



136 Ramsey Way



Legend

- ◆ Address Points
- Tax Parcels With Labels
- Road Names
- Road Centerlines

This map is a user generated static output from rightspot.com website and is for reference use only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION