

notice see 292J56<sup>pm</sup>

Book 235P Page 707

For 1<sup>st</sup> Amend see 236-S-4647<sup>pm</sup>  
2nd Amend see 239-E-582<sup>pm</sup>

sup 1<sup>st</sup> 254-S-459  
COVECEE 272-N-7635I

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

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

Return to: Stephen P. Greenberg  
PO Box 10105  
Savannah, GA 31412

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GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR LEGACY SQUARE SUBDIVISION

THIS GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS  
made and published this 15 day of May, 2002 by KONTER  
DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as  
"Declarant," having its principal office in Chatham County, Georgia.

WITNESSETH

WHEREAS, Konter Development Company, Inc., a Georgia Corporation, is the  
owner of that certain tract or parcel of land known as: a 44.56 acre portion of Tract "C" of the  
Berwick Plantation, as appears upon that certain map or plat of record recorded in the Office of  
the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 19-P, Folio 20;  
and

WHEREAS, a 12.96 acre portion of the aforesaid tract has been subdivided into  
Phase 1A, Legacy Square Subdivision, according to a map recorded in Subdivision Map Book  
22-S, Folio 80 of Chatham County Records; and

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WHEREAS, a 32.94 acre portion of the aforesaid tract has been subdivided into Phase IB, Legacy Square Subdivision, according to a map recorded in Subdivision Map Book 24-S, Folio 28 of Chatham County Records; and

WHEREAS, these covenants and restrictions shall be deemed to apply to not only Phase IA and IB of Legacy Square Subdivision, but also to any future phases of Legacy Square Subdivision as may appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia; 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, Legacy Square Homeowners' Association, 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 until the 31st day of December, 2021, 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 KONTER DEVELOPMENT COMPANY, INC., a Georgia Corporation.

1.2 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.

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

1.4 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 Map Book 22-S, Folio 80, and Subdivision Map Book 24-S, Folio 28, of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as well

as any future subdivision map of a phase of Legacy Square Subdivision as may appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.5 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to Legacy Square Homeowners Association, Inc., its successors and assigns.

1.6 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.

1.7 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.

1.8 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 "open space" on any subdivision map of any phase of Legacy Square 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.

1.9 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.

1.10 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.

1.11 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.

1.12 ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

1.13 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.

1.14 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers Legacy Square Subdivision.

1.15 BERWICK. The word "Berwick" shall refer to Berwick Plantation and/or Berwick Plantation Property Owners Association, Inc.

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## PARAGRAPH II

### USES PROHIBITED AND PERMITTED

2.1 Said property shall not be used, nor shall any portion thereof be used, for any purposes other than single family residence purposes.

2.2 No building, other than a detached single family dwelling house and an accessory outbuilding, that is approved by the Architectural 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 Architectural Committee. 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 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 and outbuildings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Committee.

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 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 Chatham 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 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, kindergarten 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 which are normally permitted under Chatham 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 may be kept on any part of said property in reasonable numbers 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. The prevailing Chatham County Leash Ordinance shall apply to such domesticated animals provided, however, the following animals shall not be kept or maintained on part of said property for any purpose: cattle, roosters, cows, goats and sheep.

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.

2.12 On Lots 1, 99, 100 and 101, Phase 1A; Lots 3 to 10, both inclusive, Phase 1B; Lots 62, 63, 64 and 65, Phase 1B; Lots 93, 94, 95, 96 and 97, Phase 1B; boat trailers, utility trailers, campers, recreational vehicles and motorcycles must be stored in a storage facility. The Architectural Committee must approve the storage facility. On all other Lots within Legacy Square Subdivision, boat trailers, utility trailers, campers, recreational vehicles and motorcycles must either be in a storage facility or be situated behind the dwelling house where the



vehicle/trailer 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 is to be situated behind the dwelling house, then the Owner must also screen the vehicle/trailer 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 Committee. In the sole discretion of the Architectural Committee, 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 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 Chatham County, Georgia and/or the State Health Department of Georgia.

2.15 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 Chatham County, Georgia and/or the State Health Department of Georgia.

2.16 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.

2.17 No fences shall be permitted on said property except as hereinafter provided and only upon the approval of the Architectural Committee hereinafter provided. Lots 1, 99, 100 and 101, Phase 1A; Lots 3 to 10, both inclusive, Phase 1B; Lots 62, 63, 64 and 65, Phase 1B; and Lots 93, 94, 95, 96 and 97, Phase 1B., all of which are adjacent to a lagoon, will

9)

have separate fencing requirements that will be established by the Architectural Committee and design materials and construction of the fence are subject to approval by the Architectural Committee. Fencing of any Common Property by an adjacent Owner is prohibited.

2.18 (a) As to Lots 1, 49, 50, 56, 57 and 101 of Phase 1A, trash, garbage or other waste shall be kept in sanitary containers within enclosed service yards. The design, material and construction of these service yards are subject to approval by the Architectural Committee.

(b) As to all other Lots in Legacy Square Subdivision, 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. Any incinerators or other equipment used for disposal of such waste shall be kept in a clean and sanitary condition and shall also be situated behind the dwelling house where such equipment cannot be seen from the street in front of the subject Lot. Such equipment shall also be screened from view from the rear of the Lot. The method of screening from view from the rear of the Lot shall be established by the Architectural Committee.

2.19 Lots 1, 49, 50, 56, 57 and 101 of Phase 1A, Legacy Square Subdivision do not have height restrictions on the dwelling house. The remaining Lots in Phase 1A, all of the Lots in Phase 1B, Legacy Square Subdivision and all Lots in future phases of Legacy Square Subdivision have a restriction that the dwelling house may not exceed two stories in height.

2.20 All heating and air conditioning systems on Lots 1, 49, 50, 56, 57 and 101 of Phase 1A, Legacy Square Subdivision which are located on the side of the dwelling house must be stored in an enclosure. The design, materials and construction of the enclosure are subject to approval by the Architectural Committee. Such systems which are located behind the

dwelling house where the systems cannot be seen from the street in front of the subject Lot are not required to be in an enclosure.

2.21 On Lots 1, 99, 100 and 101, Phase 1A; Lots 3 to 10, both inclusive, Phase 1B; Lots 62, 63, 64, and 65, Phase 1B; and Lots 93, 94, 95, 96, and 97, Phase 1B; in addition to any other corner Lot in Legacy Square Subdivision, all swing sets, play equipment and play houses for children must be situated behind the dwelling house where the equipment cannot be seen from the street in front of the subject Lot and also 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.

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### PARAGRAPH III

#### ARCHITECTURAL COMMITTEE

3.1 Declarant's objectives are to carry out the general purposes expressed in this 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 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 Committee. Notwithstanding such fact, until such Committee has been created and is functioning, and whenever such Committee 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 Architectural Committee.

3.3 Prior written approval shall be obtained from the Architectural 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 Architectural Committee. 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 Committee, or Declarant, appropriate plans and specifications shall be submitted to the Committee or Declarant. Such Committee, 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 Committee, or the 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 Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee 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 Upon its initial formation, the Architectural Committee shall consist of the following members: (a) Jerome S. Konter; (b) Wilson Roberts. Said committee members, or their replacements as selected 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 the Superior Court of Chatham County, Georgia, or December 31, 2020, whichever comes first. At such time, Declarant shall cease to select the members of the Architectural Committee 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. In January of the next year, the Owners' Association shall select a registered architect and a landscape architect to be members of the Architectural Committee. Such architects shall serve at the pleasure of the Association but may be terminated upon ninety (90) days written notice. The Association may compensate said architects for their

time. The Association shall at the same time select three (3) representative to be members of the Architectural Committee. The Architectural Committee shall then consist of five (5) members. 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 January where the Association selects members of the Association, 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 Chatham County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

3.8 Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee 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 Committee shall be entitled to any compensation for services performed pursuant to this covenant. Architects may be compensated as set forth above.

PARAGRAPH IV  
AREA IMPROVEMENTS

4.0 Following the date that the Declarant relinquishes its right to select the members of the Architectural 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 Architectural Committee. 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 Committee. Any modifications or changes, which the Architectural Committee seeks to place on the Declarant, shall be of no force or effect. As to other undeveloped Lots, the Architectural Committee can continue the standards set by the Declarant or may make any alterations it deems appropriate.

4.1 (a) Lots 2, 21, 43, 44, 45, 46, 47 and 48, Phase 1A, Legacy Square Subdivision; Lots 3 to 20, both inclusive, Phase 1B, Legacy Square Subdivision; and Lots 22 to 42, both inclusive, Phase 1B, Legacy Square Subdivision. No dwelling house shall be erected on said property having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,200 square feet. In the case of a dwelling house having more than one story, no dwelling house shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 600 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback lines, tree easements and drainage easements as are applicable to each Lot as shown on the subdivision map.

(b) Lots 1, 49, 50, 56, 57 and 101, Phase 1A, Legacy Square Subdivision. No dwelling house shall be erected on said property having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 2,200 square feet. In the case of a dwelling house having more than one story, no dwelling house shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,200 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback lines, tree easements and drainage easements as are applicable to each Lot as shown on the subdivision map.

(c) Lots 58, 59, 99 and 100, Phase 1A, Legacy Square Subdivision; Lots 51 to 55, both inclusive, Phase 1B, Legacy Square Subdivision; and Lots 60 to 98, both inclusive, Phase 1B, Legacy Square Subdivision. No dwelling house shall be erected on said property having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,500 square feet. In the case of a dwelling house having more than one story, no dwelling house shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 750 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback lines, tree easements and drainage easements as are applicable to each Lot as shown on the subdivision map.

(d) The respective square footage requirements on Lots in future phases of Legacy Square Subdivision shall be set forth in Supplemental Declarations for such phases that



will appear of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

#### PARAGRAPH V

#### ASSOCIATION AND COMMON PROPERTY

5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form Legacy Square Homeowners Association, 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 December 31, 2020, 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 Chatham County, Georgia, or December 31, 2020, 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.

Within ninety (90) days of the date that the Declarant is to relinquish its right to name the members of the Board of Directors of the Association, the Declarant will meet with the Advisory Committee to perform an inspection of the Common Properties. The Declarant will repair, replace or provide funding for those items or areas which the Declarant believes, in its sole discretion, need repair or replacement. Upon such repair, replacement or funding, the Declarant has satisfied its obligation as to the Common Properties and is released from any further liability as to the Common Properties.

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:

(a) masonry and metal fence constructed within common properties of the subdivision or as referred to as open space on the subdivision map;

(b) shallow well pumps;

(c) landscaping;

- (c) irrigation and lighting;
- (d) main entry signage of the subdivision in the Legacy Boulevard right of way;
- (e) lagoons
- (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;
- (k) swimming pool;
- (l) tennis court and fences;
- (m) pool cabana;
- (n) pavilion
- (o) gazebo
- (p) park benches
- (q) grills
- (r) basketball courts, goals and fences;
- (s) improvements that may be located in an area designated as open space on the subdivision map;
- (t) all amenity locations designated as open space on the subdivision map;
- (u) areas designated as open space on the subdivision map

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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.

(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 take such steps as are reasonably necessary to protect the common properties against damage.

5.8 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.

5.9 The Association has the right to dedicate or transfer or mortgage 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.

#### PARAGRAPH VI

#### COMMON PROPERTIES MAINTENANCE CHARGES

6.0 Each Lot will be subject to the Declaration of Covenants, Conditions and Restrictions for Berwick Plantation ("Berwick").

6.1 Each Lot within LEGACY SQUARE SUBDIVISION, shall be subject to a maintenance charge or assessment at the rate of \$300.00 annually payable in three installments of \$100.00 each. The sum of \$240.00 shall accrue to the benefit of the Legacy Square Homeowners Association, Inc, and \$60.00 shall accrue to the benefit of Berwick Plantation Property Owners Association, Inc. Any change in the assessment which accrues to the benefit of the Association is subject to the approval of the Board of Directors of Legacy Square Homeowners Association, Inc; provided, however, that the Board of Directors can increase the assessment a maximum of 5% in any calendar year. Any change in the assessment that is approved by the Board of Directors in excess of 5% must be approved by 70% of the Lot owners within the subdivision, with each Lot having one vote without regard to the number of fee simple title holders. The assessment accrues at the time an owner receives title to a Lot from the Declarant and, at closing, the owner shall be charged for a pro rata share of the assessment for that quarter. The due dates for payment of the assessment shall be January 1, May 1, and September 1 of each year.

6.2 While Jerome S. Konter and Marcy W. Konter, or their replacements as selected by the Declarant, serve as the Board of Directors of the Association, lots owned by the Declarant will not be subject to a maintenance charge or assessment. During such time, the Declarant will subsidize the operation of the Association. Declarant will establish a budget, which has as a line item a replacement reserve account for the fixed assets of the Association. Until such time as Declarant relinquishes its right to name the members of the Board of Directors of the Association, Declarant will fund any deficiency of operation of the Association. Declarant will also be obligated at the time of the relinquishment to have a replacement reserve account that is funded as budgeted. When the Declarant relinquishes selection of the members of the Board of Directors of the Association under §5.2 herein, the operating account of the Association will have a zero balance. Upon proper funding of the replacement reserve account, Declarant will be relieved of any further monetary obligation to the operation of the Association. Any Lots owned by Declarant shall then be subject to a maintenance charge or assessment in the same manner as all other Lots.

6.3 All sums as above set forth are payable to Legacy Square Homeowners Association, Inc. and the amount so paid shall be administered by the Board of Directors of said Association and may be used for the payment of maintenance expenses as previously set forth herein.

6.4 All such assessments, together with interest at the rate of 10% and cost of collection thereof, as hereafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment falls due. Acceptance of

a deed to a Lot within the Subdivision shall be construed to be a covenant to pay all assessments levied by the Association. The Association shall have the right to take and prosecute all actions or suits, legal or otherwise, which it may in its sole opinion be necessary for the collection of such charges.

6.5 The lien hereby reserved, however, shall be at all times subordinate to the lien of any lender of any sums secured by a properly recorded security deed or deed to secure debt on the land records of Chatham County, Georgia. Provided further, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure and nothing herein shall be construed to affect the rights given to the Association to enforce the collection of such assessments accruing after either a foreclosure sale has occurred or a deed in lieu of foreclosure has been executed.

6.6 All common properties owned by the Association shall be exempt from assessment.

6.7 As stated in §6.2, there will be contained within the Common Property Maintenance Charge an amount due by each Lot to the Berwick Plantation Property Owners Association, Inc. ("Berwick"). These dues are an integral part of the maintenance of the entire Berwick Plantation master development and therefore benefit each owner of a Lot in Legacy Square Subdivision. The Association will remit the sum received from each Lot to the Berwick Plantation Property Owners Association, Inc. The Association will remit assessments only on receipt from the Owner. If the Association collects from the Owner less than the full amount of any assessment, the Association will remit to Berwick its proportionate share. The Association will be acting as a collection agent for Berwick. The Declarant will not have any control over

the amount of assessments or dues that accrue to Berwick, the frequency of payment, increases in dues or assessments or the uses to which the funds are placed. Reference is made to the Declaration of Covenants, Conditions and Restrictions for Berwick Plantation for specific information on these items. The Board of Directors of Berwick will be responsible for those decisions. Berwick is a master property owners association. Therefore, the membership in Berwick will be that of Legacy Square Homeowners Association, Inc. Each Lot Owner will not be a member of Berwick. In the event that the Berwick dues are not paid within the Common Property Maintenance Charge, the Association will have the same lien rights against the Lot as it does for failure to pay dues to Legacy Square Homeowners Association, Inc..

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#### PARAGRAPH VII

##### STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND SIDEWALKS

7.1 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.

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

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

7.4 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.

7.5 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; 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 Committee.

7.6 Lots 1, 49, 50, 56, 57 and 101, Phase 1A, are subject to a requirement that a sidewalk shall be situated on the subject Lot that will be four (4) feet wide and traverse the lot. The location of the sidewalks will be shown on the approved construction drawings located at the engineering firm of Hussey, Gay, Bell and DeYoung, Savannah, Georgia, and approved by the Architectural Committee. Each sidewalk must be made of concrete. 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 on 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 6.4 and 6.5.

#### PARAGRAPH VIII

#### LANDSCAPE PLAN

8.1 Lots 1, 49, 50, 56, 57 and 101, Phase 1A, are subject to the requirement that a landscape plan be submitted to the Architectural Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of the planting of not less than thirty (30) shrubs, two (2) ornamental trees and Chatham County mandated street trees.

8.2 Lots 58, 59, 99 and 100, Phase 1A; Lots 51 to 55, both inclusive; Phase 1B; Lots 60 to 98, both inclusive, Phase 1B are subject to the requirement that a landscape plan be submitted to the Architectural Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of the planting not less than twenty-five (25) shrubs, one (1) ornamental tree and Chatham County mandated street trees.

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8.3 Lots 2, 21 and 43 to 48, Phase 1A; Lots 3, 20 and 22 to 42, both inclusive, Phase 1B are subject to the requirement that a landscape plan be submitted to the Architectural Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of planting of not less than twenty (20) shrubs, one (1) ornamental tree and Chatham County mandated trees.

#### PARAGRAPH IX

##### PARKING

9.1 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. Temporary parking in the street right of way for guests of the owner is allowed but shall be subject to enforcement by the Association of all Chatham 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. The Association will provide notification to the owner of the lot of the pending removal of the vehicle at least forty-eight hours prior to such removal in order to allow the vehicle to be voluntarily relocated off of the street right of way.

#### PARAGRAPH X

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

10.1 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 agrees 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 as are in force on the 31st day of December, 2021, shall be renewed automatically and without further notice from that time for a period in accordance with O.C.G.A. §44-5-60(d)(1) and (2).

10.2 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 XI

#### SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

11.1 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 XII

#### VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

12.1 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.

12.2 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 XIII

##### RIGHT TO ENFORCE

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 XIV

##### ASSIGNMENT OF POWERS

14.1 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.

14.2 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

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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 XV

#### MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

15.1 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 are 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 XVI

#### THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

16.1 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 XVII

AMENDMENTS

17.1 Until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association, Declarant may amend these covenants to make technical or substantive corrections in response to requirements by local, state and federal regulatory authorities.

17.2 When Declarant relinquishes selection of the members of the Board of Directors of the Association, thereafter any amendment of these covenants must receive the affirmative vote of each Lot in the subdivision. It is understood that a Lot with more than one owner shall only have one vote.

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PARAGRAPH XVIII

ANNEXATION AND DEDICATION

18.1 Annexation of additional properties and dedication of common properties requires HUD/VA approval as long as Declarant possesses the right to name the directors of the Board of Directors of the Association.



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.

KONTER DEVELOPMENT COMPANY, INC.

By: [Signature]  
Title: President

Attest: Marey W. Konte  
Title: Secretary

CORPORATE  
SEAL

Signed, sealed and delivered  
in the presence of:

Witness

[Signature]  
LISA B. NEVILLE  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004

The undersigned entities hold fee simple title to Lots in Legacy Square Subdivision, Phase 1A,  
through conveyances from Konter Development Company, Inc. The undersigned join in this  
Declaration of Covenants and Restrictions for the express purpose of subjecting and binding  
their Lots to the provisions of the Declaration and agree that the provisions thereof shall run with  
the title to the Lots.

LOPEZ CONSTRUCTION, INC.

By: [Signature]  
Title: [Signature]

Attest: Carol A. Duicent  
Title: Assistant Secretary

CORPORATE  
SEAL

Signed, sealed and delivered  
in the presence of:

[Signature]  
TERESA B. ADAMS  
Notary Public, Chatham County, Georgia  
My Commission Expires April 15, 2005

Notary Public

NOTARY  
SEAL

STEPHEN REMLER CONSTRUCTION, INC.

By: [Signature]  
Title: President

Attest: Carol Vincent  
Title: Assistant Secretary

Signed, sealed and delivered  
in the presence of:

Witness

[Signature]  
Notary Public **LISA B. NEVILLE**  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004

NOTARY  
SEAL

KONTER HOMES, INC.

By: [Signature]  
Title: President

Attest: Marap W. Konler  
Title: Asst. Secretary

Signed, sealed and delivered  
in the presence of:

Witness

[Signature]  
Notary Public **LISA B. NEVILLE**  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004

NOTARY  
SEAL

CORPORATE  
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