The Georgia Conflict of Interest in Zoning Actions Statute (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning applications. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of the Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowingly failing to comply with these requirements shall be guilty of a misdemeanor.

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<td>II. Invocation</td>
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<td>VI. New Business</td>
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<td>01 Public Hearing</td>
<td>Allen Cote requests to rezone 23.38 acres from AR-2 to AR-1 to allow for the placement of a second home for an immediate family member. Located at 110 Buford Hill Road.  (First District) [Map# 302 Parcel# 150A]</td>
<td>APPROVED</td>
<td></td>
</tr>
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<td>02 Public Hearing</td>
<td>Wendall A. Kessler as Agent for Amby Development requests to rezone 23.3 acres from PD to AR-1 to allow for a single family home site. Located off Old River Road.  (First District) [Map# 329 Parcel# 26]</td>
<td>APPROVED</td>
<td></td>
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<tr>
<td>03 Public Hearing</td>
<td>Effingham Industrial Development Authority as Agent for Effingham County Board of Commissioners requests a variance to exceed the 100 square foot maximum for a sign on an I-1 zoned parcel. Located on Savannah Portside Industrial Parkway, zoned I-1.  (First District) [Map# 329D Parcel# 1C]</td>
<td>APPROVED</td>
<td></td>
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</tbody>
</table>
### Public Hearing 04
**Scott B. Eishen** requests to **rezone** 4.72 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 7083 Clyo-Kildare Road. *(Third District)* [Map# 229A Parcel# 1]  
**APPROVED**

### Public Hearing 05
**Terry Griner** requests to **rezone** .23 acres from B-3 to AR-1 to allow for a recombination of parcels. Located on Go Cart Road & Pound Road. *(Third District)* [Map# 296 Parcel# 46F]  
**APPROVED**

### Public Hearing 06
**Yuval Bartal** as Agent for **Andrea L. Allsbrook** requests a **conditional use**, to allow for an event venue. Located at 1800 McCall Road, zoned AR-1. *(Fourth District)* [Map# 391 Parcel# 3]  
**TABLED**

### Sketch Plan 07
**Daniel Ben-Yisrael** as Agent for **Effingham County Industrial Development Authority** requests approval of a **sketch plan** for “Parker’s Convenience Store – Old River Road”. Located on Old River Road, zoned B-3. *(First District)* [Map# 330 Parcel# 46]  
**APPROVED WITH ADDED CONDITIONS**

### Public Hearing 08
**The McGraley Co.** as Agent for **Charles Layton** requests approval for a **pond less than one acre**. Located on McCall Road. *(Fourth District)* [Map# 391 Parcel# 11C]  
**APPROVED**

### Public Hearing 09
**The McGraley Co.** as Agent for **Charles Layton** requests to **rezone** 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine. Located on McCall Road. *(Fourth District)* [Map# 391 Parcel# 11C & 11F Map# 412 Parcel# 24]  
**APPROVED WITH ADDED CONDITIONS**

### Public Hearing 10
**The McGraley Co.** as Agent for **Richard Hall** requests approval for a **pond less than one acre**. Located on Horse Pen Road. *(Fourth District)* [Map# 394 Parcel# 30]  
**APPROVED**

### Public Hearing 11
**The McGraley Co.** as Agent for **Richard Hall** requests to **rezone** 27.17 of 64.8 acres from AR-1 to I-1, to allow for a surface mine. Located on Horse Pen Road. *(Fourth District)* [Map# 394 Parcel# 29 &30]  
**APPROVED**

### Adjournment
**VIII. Adjournment**  
9:19PM
Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: Allen Cote requests to rezone 23.38 acres from AR-2 to AR-1 to allow for the placement of a second home for an immediate family member. Located at 110 Buford Hill Road. Map# 302 Parcel# 15A

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 23.38 acres from AR-2 to AR-1 to allow for the placement of a second home for an immediate family member, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. Section 5.1 - AR-1 Agricultural Residential Districts, requires a minimum lot size of 5 acres.
- Pursuant to Section 5.1.2.5, the AR-1 zoning district allows: One additional single-family detached dwelling and its customary uses, provided that said dwelling meets all state and county health requirement, unless prohibited by other applicable laws or regulations, and provided the additional dwelling is inhabited by a person who is related to the owner of the real property in one of the following ways: parent, child, grandparent, grandchild, sister, or brother. The zoning administrator shall administer this conditional use.
- This parcel is 23.28 acres, exceeding the 5-acre minimum for the AR-1 zoning district. The contiguous parcels to the south and west are also AR-1.
- The parcel has access on Buford Hill Road, but is not a platted lot of Buford Hill subdivision.
- The applicants wish to allow their parents to locate a mobile home on to their parcel, rezoning to AR-1 allows them to achieve this without adding an additional parcel with access to Buford Hill Road.

Alternatives
1. Approve the request to rezone 23.38 acres from AR-2 to AR-1 to allow for the placement of a second home for an immediate family member, with the following conditions:
   1. Permitting of the mobile home and related private well and septic system must be approved by Development Services and Environmental Health before the new dwelling is placed on site.
   2. The lot shall meet the requirements of the AR-1 zoning district.

2. Deny the request to rezone 23.38 acres from AR-2 to AR-1.

Recommended Alternative: 1  Other Alternatives: 2

Department Review: Development Services  FUNDING: N/A
              2. Ownership certificate/authorization  4. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______ DISAPPROVAL_____

Of the rezoning request by applicant Allen Cote – (Map # 302 Parcel # 150A) from AR-2 to AR-1 zoning.

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

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

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

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

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

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

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

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

Planning Board Meeting – October 17, 2022
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 6 SEP 2022

Applicant/Agent: ALLEN COTE

Applicant Email Address: ALLEN.COTE@HOTMAIL.COM

Phone #: (603)552-0657

Applicant Mailing Address: PO BOX 611

City: EDEN State: GA Zip Code: 31307

Property Owner, if different from above: N/A

Owner's Email Address (if known): SAME

Phone #: SAME

Owner’s Mailing Address: SAME

City: SAME State: - Zip Code: -

Property Location: 110 BUFOARD HILL RD, EDEN GA 31307

Proposed Road Access: 


Tax Map-Parcel #:302-1601A Total Acres: 23.38 Acres to be Rezoned: 23.38

Lot Characteristics: 

WATER

☑️ Private Well

☐ Public Water System

SEWER

☑️ Private Septic System

☐ Public Sewer System

If public, name of supplier: 

Justification for Rezoning Amendment: Section 2.5 AR-1 2nd dwelling provision is less impactful than creating a new lot.

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

North South East West
1. Describe the current use of the property you wish to rezone.
   Residential

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

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

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

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No.

Applicant Signature: [Signature] Date 9/4/22

Allen W. Cote
9/6/22
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 September 8, 2022, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2487, page 76-77.

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

Owner’s signature ________________________________
Print Name COTE, ALLEN

Owner’s signature ________________________________
Print Name COTE, COWEN

Owner’s signature ________________________________
Print Name N/A

Sworn and subscribed before me this ______ day of ______, 20___.

[Signature]
Notary Public, State of Georgia

Rev 01132022
For official use by Clerk's Office only

STATE OF GEORGIA
COUNTY OF CHATHAM

LIMITED WARRANTY DEED

(Individual Seller)

THIS INDENTURE, made this August 28, 2018, by and between ROBERT G. WRIGHT and SHANNA M. WRIGHT, of the first part, and ALLEN A. COTE and COLLEEN M. COTE, of the second part;

WITNESSETH:

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


110 BUFORD HILL ROAD, EDEN, GEORGIA 31307
P.I.N. 03020-150-AC0

SUBJECT, however, to certain restrictions, covenants and easements of record or evidenced by use.
TO HAVE AND TO HOLD the Property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of second party/parties, his/her/their heirs and assigns, and first party, for itself, its successors and assigns, shall warrant and forever defend the right and title to the above described property unto second party/parties, his/her/their heirs and assigns, against the claims of all persons claiming by, through or under first party.

IN WITNESS WILDEROF, first party/parties have/have hereunto set his/her/their hand(s) and seal(s), the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Notary Public
My commission expires: 01/31/2021

(Notarial Seal)
18-37767
October 12, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application

Allen Cote
PO Box 611
Eden, GA 31307

Property Location: 110 Buford Hill Road, Eden GA 31307
PIN: 302-150A
Total Acres: 23.38  Acres to be Rezoned: 23.38

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-2 to AR-1. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior
to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department
Subject: Rezoning (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: Wendall A. Kessler as Agent for Amby Development requests to rezone 23.3 acres from PD to AR-1 to allow for a home site. Located off Old River Road. Map# 329 Parcel# 26

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 23.3 acres from PD to AR-1 to allow for a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The 23.3-acre parcel was rezoned to PD on January 21, 2003, as part of an 86.65-acre rezoning which created Stonegate Subdivision.
- The applicant wishes to rezone the 23.3 acres, known as Lake Jean in supporting documentation, to AR-1 in order to remove the lot from the Stonegate PD and establish a private residence.
- Page 10, sec. 2.42 of the original 2005 covenants states that "(The) Developer specifically reserves the right to split, subdivide, reconfigure, or recombine its Lots". The applicant is the Developer named in the document and has retained ownership of the Lake Jean parcel.
- An amendment to the covenants was recorded in 2011, revoking the HOA lease and rights to "The Lake" which is described in a manner that indicates Lake Jean.
- The applicant requested AR-1 zoning specifically. As the parcel meets the requirements of the AR-1 zoning district, and AR-1 zoning is compatible with surrounding properties, Staff is recommending approval. It should be noted that, given the unique shape of the parcel, the amount of lake coverage, presence of wetlands, and unknown location of future building, it is not guaranteed that the applicant will be able to meet required building setbacks.

Alternatives
1. Approve the request to rezone 23.3 acres from PD to AR-1, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 zoning district.
   2. The applicant must provide a legal easement to the Stonegate HOA to allow access to Lake Jean as part of Stonegate's drainage system.

2. Deny the request to rezone 23.3 acres from PD to AR-1.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
3. Plat
2. Ownership certificate/authorization
4. Aerial photograph
5. Deed
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______       DISAPPROVAL_______

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

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

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

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

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

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

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

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

Yes  No ?  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: SEPTEMBER 12, 2022

Applicant/Agent: Wendall A. Kessler

Applicant Email Address: WENDELLKESSLER 505@MSN.COM

Phone #: 912-663-5248

Applicant Mailing Address: 102 English Manor

City: Guyton State: GA Zip Code: 31312

Property Owner, if different from above: Property in Name of Amby Development, a Georgia Corp of which I am President

Owner’s Email Address (if known): Same as above

Phone #

Owner’s Mailing Address: Same as above

City: ______________________ State: _______ Zip Code: ______________________

Property Location: Adjacent to 477 Old River & Stonewater

Proposed Road Access: Off Old River Road

Present Zoning of Property: PD Proposed Zoning: ARI

Tax Map-Parcel #03290026 Total Acres: 23.30 Acres to be Rezoned: 23.30

Lot Characteristics: Enough to build a home.

WATER

_____Private Well

X Public Water System

SEWER

_____Private Septic System

X Public Sewer System

If public, name of supplier: Chatham Utility Available

Justification for Rezoning Amendment: Balance of Stonewater Property Never Intended to be PD, Leftover Land

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

North ARI South PD East ARI West ARI Stonewater

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   LAKE WITH SMALL HOUSE ON IT
   AND A STORAGE BUILDING

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   YES BUT NO NEED FOR PD, NEEDS TO BE AR-1 AS NOT PART OF STONEGATE

3. Describe the use that you propose to make of the land after rezoning.
   CONSTRUCT ONE HOME FOR LIVING.
   SINGLE FAMILY

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

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   NO

Applicant Signature: [Signature]
Date: 9-12-2022

Attachment A
Page 2
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ATTACHMENT B - OWNERSHIP CERTIFICATION

I, (we) the undersigned, do hereby certify that I (we) own the property affected by the proposed Amendment to the Effingham County Zoning Ordinance by virtue of a deed date August 26, 2002, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 864 page 403.

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

Owner’s signature __________________________
Print Name ________________________________

Owner’s signature __________________________
Print Name ________________________________

Owner’s signature __________________________
Print Name ________________________________

Sworn and subscribed before me this __________ day of __________________, 20 ________.

__________________________
Notary Public, State of Georgia
RETURN TO:
REDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

COUNTY OF EFFINGHAM

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

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

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

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

Express reference is hereby made to the plat of said lands made by Warren H. Poythress, R.L.S., #1933, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 150, for better determining the metes and bounds of said lands herein conveyed.

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

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

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

SUBJECT to restrictive covenants and easements of record.

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

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

___-____-___.

LESTER R. SHEARouse

Signed, sealed and delivered in the presence of:

Official Witness - Notary Public

Date notarized: 8-26-02
Katie Dunnigan

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

Sent from my iPhone

**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
AMBY DEVELOPMENT, INC.  
102 ENGLISH MANOR  
GUYTON, GA  31312  
Cell: 912-663-5248  
E: wendallkessler505@msn.com

TO: EFFINGHAM COUNTY PLANNING AND ZONING  
REZONING REQUEST: 03290026, PD TO ARI

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

1.) First, please find enclosed the 55 page Declaration of Covenants for Stonegate Subdivision as recorded in the clerk of court records book 1263, beginning with page 001 and continuing, together with the cover sheet intended to be provided to all purchasers of Stonegate property. This document will be referred to in the following items.

2.) As shown on the enclosed deed, this was originally 86.65 acres which I purchased August 26th, 2002. I now know that the entire 86.65 was rezoned from AR-1 to PUD on January 21, 2003 by the Commissioners. A copy of the purchase deed is on page 43 of the covenants, and a copy of the plat on page 44.

3.) In my presentation to the board for the rezoning, I pointed out that there would be some land, thought at that time to be smaller, and that there was a lake with property around it that I would continue to own but would make it available to the subdivision. These lands I did not think would be inclusive in the rezoning but they were.

4.) On page 4 of the covenants, item 1.23 specifically states the lake agreement and it’s purpose and that it was not a part of Stonegate and not a part of the common areas. Furthermore, item 1.24 talks about these lands I wish to rezone. On page 18, Section 6.1, 6.2 and 6.3 the lake property was made available to the homeowners association for a period of time through a lease as outlined on pages 41 thru 44.

5.) As time went on, vandalism was occurring and other problems which made it obvious that the subdivision could not control that area of the lake. By a mutual understanding, Amendment number 2 of the covenants was recorded in book 02041 pages 0347 and 0348 which
put on public record the lease being cancelled for the Lake and the subdivision losing all rights to that area. This was done at the time I relinquished my rights and turned over control to the Association. A copy is enclosed of that filing, signed by Stonegate Amenities President, Treasurer and Secretary. That filing was done September 28, 2011.

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

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

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

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

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

Thanks for your consideration,

[Signature]

Wendall A. Kessler, President
Amby Development Inc.
STONEGATE
(A Planned Unit Development)

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

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

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

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

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

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

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

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

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

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

1) The property owners to the North who border the Lake have already entered into an agreement with the Developer to their satisfaction. (Exhibit 1, attached)

2) A dirt berm of approximately 4 foot in height and 15 feet of width at the base is to be established along the West and South property lines of the development. This berm will be planted with Elaeagnus, a dense growing plant that reaches heights of 15 to 20 feet. This will provide a vegetative buffer, which will add to the trees which, will be left in the rear of the homes placed along those areas. (This is a berm of the type and nature of the one which exists to buffer the development on the other side of Old River Road. This is what the property owner which spoke at the Commission meeting asked for in lieu of a fence of any kind. This is also what Commissioner Sapp asked for, speaking as an individual and not as a commissioner, having excused himself from the hearings)

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

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

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

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

1) Pebblestone: A section with typical 65 foot frontage lots, 50 foot right of way streets with 24 feet paved back of curb to back of curb, having roll over curbing on streets. This section to have all piped storm water drainage. Typical lot arrangement will entail 6 feet of grassed area between street curbing and a 4-foot wide sidewalk to be located on each side of the road where houses front the road. Building set backs will be 25 feet minimum front and rear, 5 foot on sides and 15 feet on corner sides. Sidewalks will also be provided along with side lot lines of lots located on the two-conector streets. Lighting in this section to be provided by old style street lights with one globe located along the top of each, one approximately at each of the lot corners. The plans call for three park squares at the ends of the streets, to have park benches and ornamental trees and shrubs. This side of the development will also contain the sewage drain field that may be used for soccer, Frisbee, softball, etc. play. It is noted that no clay may be placed upon the area, but this provides a large amount of green space for recreation. Two tennis courts, a swimming pool and an activity building are to be constructed in this section, as well as a fishing dock and walking trails at and near the lake. The homes in this section will be typically $110,000 to $130,000 and above, depending on the plan and options selected.

2) Cobblestone: This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within the inner perimeter of this section, which will connect to the center of the development, and on to the Pebblestone section and Ballastone section. The homes in this section will typically start in the $140,000 range and go up from there depending on the plan and options selected.

3) Ballastone: This section to have lots with minimum 100 foot wide at the building line widths, 22 foot wide pavement roads, grass swales for drainage. There are to be minimum 25-foot front and rear setbacks, and 15-foot wide side setbacks in this section. A combination of sidewalk-nature trails will be placed within this section which will connect to the center of the development and on to the Pebblestone section and Cobblestone section. The lots in this section are typically deeper and will be reserved for larger homes which we expect to be in excess of $200,000, depending on the plan and options selected.

Density: This total development is made up as follows:

1) One lot which will enter from the service road shown upon the plat and will face Old River Road. This lot contains approximately .45 acres and will be sold as a separate
lot or sold to the individual who owns the adjoining land. The amenities of the development will be available to the purchaser of this lot, just as they are being made available to the other property owners who adjoin the lake, upon payment of the dues set forth in the homeowners association to be formed.

2) The lake and the property around it upon which picnic tables, charcoal grills walking trails, and a fishing dock will be placed contain 19.60 acres.

3) The power line easement shown on the plat that is not a part of the lot which faces Old River Road will become green space and contains 2.50 acres.

4) Pebblestone section will contain 59 home sites on 27.50 acres = 2.145 units per acre.

5) Cobblestone section will contain 42 home sites on 18.50 acres = 2.27 units per acre.

6) Ballastone section will contain 33 home sites on 18.1 acres = 1.823 units per acre.

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

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

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

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

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

AMENDMENT NUMBER 2 TO COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

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

WITNESSETH

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

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

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

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

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

1
WHEREAS, it is the desire of the Declarant to now relinquish its right to name members of the Board of Directors of the Association. For this purpose Declarant wishes to amend Paragraph V, section 5.2 to show three officers of the Association being named to which control of the Association is to be assumed at this time. Gordon E. Brooks, II to act as President, Joyce Draugelis to act as Secretary and Katie Oglesby to act as Treasurer. These officers are to serve through the end of the year 2011 at which time they may be elected by the members of the Association for subsequent terms. It is hereby agreed and understood that all business of the Association will be conducted by its by-laws and the terms and conditions of these Covenants after the time of this filing.

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

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

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

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

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

AMBY DEVELOPMENT, INC.
By: [Signature]
Wendall A. Kessler, President
Attent: [Signature]
Cynthia J. Kessler, Secretary

STONEGATE AMENITIES, INC.
By: [Signature]
Gordon E. Brooks, II, President

Michele L. Ingram
Katie Oglesby, Treasurer

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Casey D. Davis
Notary Public, Effingham County, Georgia
My Commission Expires December 6, 2013
Amby Development, Inc.

102 Enigma Manor  Phone: 912-748-8363
Guyton, GA  31312  Fax: 912-748-8386

TO: All Purchasers of Property in Stonegate Subdivision

FROM: Amby Development, Inc.

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

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

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

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

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

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

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

Receipt acknowledged this __________ day of ________________, 20___.

Purchaser
STATE OF GEORGIA  )
COUNTY OF EFFINGHAM  )

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STONEGATE SUBDIVISION

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

WITNESSETH

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

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

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

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

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

**PARAGRAPH 1**

**Définition of Terms Used Herein**

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

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

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

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

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

1.6 **SAID PLAT/SAID SUBDIVISION MAP.** The words “said Plat” or “Said
Subdivision Map” wherever used in this Declaration meaning and referred to the Plats which are recorded in Subdivision Plat Cabinet C, pages 77C-1, 77D-1, 77E-1 and 77F-1 of the records in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

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

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

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

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

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

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

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

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

1.15 STREET. The word “Street” wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, parkway, drive, place, court, road, terrace, way, circle, or row.
1.16 ARCHITECTURAL REVIEW COMMITTEE (ARC). The words "Architectural Review Committee" or "ARC" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

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

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

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

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

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

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

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

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

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

PARAGRAPH II
USES PROHIBITED AND PERMITTED

2.1 All lots shall be restricted exclusively to a single-family residential use. No
Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences within the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in the Property. Declarant specifically reserves the right to establish a model home to be used by Declarant and/or real estate agent employed by Declarant or his agent.

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

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

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

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

2.6 No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such dwelling house as is permitted hereby and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such
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 thereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the properties in the Subdivision. This prohibition also includes single person businesses that are normally permitted under Effingham County zoning laws in areas zoned for exclusive single family residential purposes.

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

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

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

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

2.12 Lawn mowers, lawn equipment, tractors, tractor equipment, boat trailers, utility trailers, campers, motorcycles, motor homes, and all recreational vehicles shall be stored in an approved storage facility. The storage facility may be off site, within the garage of the dwelling house, or be situated behind the dwelling house where the vehicle/trailer/item cannot be seen from the street in front of the house. Provided,
however, that if such a Lot is a corner Lot and the vehicle/trailer/item is to be situated behind the dwelling house, then the Owner must also screen the vehicle/trailer/item from view from the street to the side of the subject Lot. The storage facility or method of screening must be approved by the Architectural Review Committee. In the sole discretion of the ARC, fencing may be an approved method of screening.

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

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

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

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

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

2.18 No fences or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls. Fencing of any Common Property by an adjacent Owner is prohibited. For purpose of clarification of submittals to the ARC, a wood fence, 6 foot in height, of a “shadow box” pattern, being finished on both sides equally, with a minimum of three stringer supports, one being at the top, one at the bottom and one in the middle, with all wood being pressure treated is the type and style that will generally be allowed. Due to other materials becoming available which may or may not be available at this time but may become available at a later date, the ARC will consider other submittals for review and consideration. Based on the information provided with that submittal, the ARC may or may not, at their sole discretion, approve other materials and styles than that outlined herein. At the time of submittal, a lot plan showing the dwelling and any other structures on that lot and the location of the proposed fence should be shown. In no case will a fence be allowed further forward on a lot than the front corner of the house on the side the fence is located. In any case where two Lots share a common property line, it is required that any fences which may be placed along that common property line be placed on the property line of the lot, notwithstanding if the adjacent property owner is willing to share in the cost of said fence. It is hereby agreed to by all parties by the receiving of the
title to any lot that fences shall be placed along the property line as determined by plat
and survey, and that each property owner is responsible for the care, maintenance and
upkeep of the fence on their side of the property line, regardless of which property owner
erected the fence. It is further agreed and understood and granted by all property owners
by the receiving of title in any Lot that the adjacent property owner shall have the right to
to enter onto their Lot for the purpose of constructing a fence along a common property line.
In the case of the conveyance of title of any property on which a fence is located along
the property line, it is understood that one-half (½) interest in that fence shall be
conveyed along with the title to said property, along with the responsibility for it’s care,
maintenance and upkeep.

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

2.20 No outside clotheslines shall be placed on any Lot.

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

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

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

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

2.25 No window air conditioning unit may be located in any part of any
Dwelling or Accessory Structure in any section of the subdivision which is visible from
any street, and all exterior compressor units shall be ground mounted and screened by
fencing or planting of a density and height to hide the unit effectively, which fencing or
planting shall first be approved by the Architectural Review Committee. In addition, in the Pebblestone Section of the subdivision, all exterior compressor units must be located in the rear of the dwelling.

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

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

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

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

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

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

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

2.33 All roofs of any structure on any Lot of Stonegate Subdivision will be a minimum pitch of 7/12 and be covered with an Architectural Style of Shingle, similar to but not limited to the Timberline Style as manufactured by GAF Materials Corporation. The colors to be approved will be limited to the colors of Charcoal, Weathered Wood or
Heather as manufactured by GAF Materials Corporation or a color to be determined equal to these in a shingle manufactured by another manufacturer, at the sole judgment of the ARC.

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

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

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

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

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

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

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

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

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

2.43 No activity which may create erosion or siltation problems shall be
undertaken on any Lot without the prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in section XIX.

PARAGRAPH III
ARCHITECTURAL COMMITTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

PARAGRAPH IV
AREA IMPROVEMENTS

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

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

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

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

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

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

4.2 The desired location of the garage and the driveway of each house located in
the subdivision shall be determined by looking at the front of the Dwelling from the street.

(a) On the following lots, the desired location of the garage and driveway will be the left side of the dwelling: Lots numbers 1, 2, 3, 4, 5, 6, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 54, 55, 56, 57, 58, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, and 124.

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

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

PARAGRAPH V

ASSOCIATION AND COMMON PROPERTY

5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form Stonegate Amenities, Inc. to administer the common property and to carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the corporation. Each owner of a Lot in the Subdivision shall be a member of the Association. During the period in which the Declarant names the directors of the Board of Directors of the Association, the members shall not have a vote of the operation of the Association. At such time the Declarant files its notice in the Office of the Clerk of the Superior Court of Chatham County, Georgia that it is relinquishing its right to name the directors of the Board of Directors of the Association, or April 19, 2025, whichever comes first, each Lot shall then constitute one (1) vote on all matters of association 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 notice in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or April 19, 2025, whichever comes first. At such time, the
responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws.

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

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

(a) masonry and metal fence constructed at the entrance to the subdivision, other masonry signs located at entrances to each section of subdivision, and gate house located within road right of way at entrance to subdivision;

(b) Any shallow well pumps used for irrigation;

(c) Landscaping;

(d) Irrigation and lighting;

(e) Lagoons and retention ponds;

(f) All medians with landscaping and irrigation located within each median;

(g) Common area pathways/walking trails;

(h) Decorative street signs;

(i) Traffic control sign posts;

(j) Playground area and equipment, except as herein provided;

(k) Swimming pool;

(l) Tennis court and fences;

(m) Fence and backstop fence for softball area;

(n) Gazebos;

(o) Park benches;

(p) Grills;

(q) Basketball court, goals and fences;
(c) Improvements that may be located in an area designated as common area on the subdivision map, except as herein provided;

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

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

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

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

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

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

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

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

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

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

5.10 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
5.11 The Association has the right to dedicate or transfer all or part of the common properties to any public agency, authority, or utility, subject to such conditions as may be agreed to by the members, provided that no dedication or transfer shall be effective unless approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least ninety (90) days in advance of the vote.

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

PARAGRAPH VI
LAKE AND RECREATION AREA

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

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

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

PARAGRAPH VII
COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

7.1 Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is
made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. The Declarant shall not be subject to any of the assessments set forth in this Article.

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

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

7.4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of at least two thirds (2/3) of the Association Members. Special assessments may also be levied by the Association if for any reason the annual
assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above. Declarant shall not be subject to Special Assessments.

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

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

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

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

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

7.10 The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all properties owned by Declarant.

PARAGRAPH VIII
STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND SIDEWALKS

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

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

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

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

8.5 No signs, or other advertising device of any character shall be erected, posted, pasted, displayed, or permitted upon or about any part of said property except a sign of not more than five (5) square feet in area, advertising the property for sale or rent;
signs showing the lot numbers and/or owner of that lot, and signs used by builders to advertise the property during the construction and sales period; provided however, that any such builders' signs shall be subject to approval by the Architectural Review Committee. It is specifically noted that this does not apply to the subdivision entrance signs and the monuments which denote the sections of Stonegate, signs which may be required by legal proceedings, or directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC.

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

PARAGRAPH XIX
LANDSCAPE AND YARD MAINTENANCE

9.1 All Lots are subject to the requirement that a landscape plan be submitted to the Architectural Review Committee under the provisions of Paragraph III of this Declaration. Specifically, the ARC requires that the front yard of the Lot be planted with sod all the way down to the sidewalk and in the area between the sidewalk and the street curb. In the case of a side Lot, the yard area facing the side street shall be planted with
sod from that side of the house all the way down to the sidewalk and in the area between
the sidewalk and the street curb on that side in addition to the front of the house. Further,
the design and installation of foundation plants will consist of the planting of not less
than thirty (30) shrubs and two (2) ornamental trees. No home shall be occupied for
living purposes until foundation landscaping has been completed according to plans and
specifications approved by the ARC.

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

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

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

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

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

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

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

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

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

PARAGRAPH XI
PARKING

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

PARAGRAPH XII

WATER AND SEWER

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

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

PARAGRAPH XIII

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

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

Said covenants, restrictions, reservations, servitudes and easements of this Declaration shall run with and bind the land for a period of twenty (20) years from the
Date this Declaration is recorded, at the end of which period such covenants, restrictions, reservations, servitudes and easements shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed on record in the Clerk of Superior Court for Effingham County, Georgia.

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

PARAGRAPH XIV

SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

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

PARAGRAPH XV

VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

15.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Committee or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation,
servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

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

PARAGRAPH XVI
RIGHT TO ENFORCE

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

PARAGRAPH XVII
ASSIGNMENT OF POWERS

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

17.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plats and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event.
Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

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

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

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

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

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

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or
(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

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

PARAGRAPH XXI
LIABILITY

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

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

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

[Signature]
Witness
[Signature]
Notary Public

AMBY DEVELOPMENT, INC.

By:
Wendall A. Kessler, President

Attest:
[Signature]
Secretary
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31339

STATE OF GEORGIA

COUNTY OF EFFINGHAM

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

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

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

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

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 186C, for better determining the metes and bounds of said lands herein conveyed.

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

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

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

SUBJECT to restrictive covenants and easements of record.

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

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

Signed, sealed and delivered

in the presence of:

Unofficial Witness

Official Witness - Notary Public

Date notarized: 8-26-02

[Seal]
STATE OF GEORGIA
COUNTY OF EFFINGHAM

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

WITNESSETH, WHEREAS the undersigned are owners or
adjoining owners of a lake located off Old River Road near the Eden
Community in Effingham County, Georgia, presently known as Lake Jean according to a
plat of survey of Mandalay Subdivision made by Vincent Helms, Ga. Registered Land
Surveyor No. 1882, dated June 29, 1975, and recorded in the Office of the Clerk of
Superior Court of Effingham County, Georgia, in Map Book 5, pages 226-227, and

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

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

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

Therefore, we agree to the following;

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

This agreement shall be binding upon the property owners of record of this date as well
as all future property grantees and homeowner’s association which is to be formed to
include portions of Lake Jean. This instrument shall be made a part of public record and
shall follow the land from this date forward, as evidence by our signatures below.
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants, agreements to restrain violation and to recover damages.

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

Signed sealed and delivered in the presence of:

[Signatures]

Unofficial Witness

[Signature]

Notary Public

[Signature]

[Additional Details]

Signed sealed and delivered in the presence of:

[Signatures]

Unofficial Witness

[Signature]

Notary Public

[Signature]

[Additional Details]

Signed sealed and delivered in the presence of:

[Signatures]

Unofficial Witness

[Signature]

Notary Public

[Signature]

[Additional Details]

Signed sealed and delivered in the presence of:

[Signatures]

Unofficial Witness

[Signature]

Notary Public

[Signature]

[Additional Details]
Signed sealed and delivered in the presence of:

Eudell C. Johnson

Unofficial Witness

Notary Public

John B. Cronin
Notary Public, Chatham County, GA
My Commission Expires October 7, 2007

Signed sealed and delivered in the presence of:

Eudell Johnson
Unofficial Witness

Notary Public

John B. Cronin
Notary Public, Chatham County, GA
My Commission Expires October 7, 2007

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Signed sealed and delivered in the presence of:

Eudell Johnson
Unofficial Witness

Notary Public

John B. Cronin
Notary Public, Chatham County, GA
My Commission Expires October 7, 2007
LEASE

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

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

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

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

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

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

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

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

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

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

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

Wendall A. Kessler, President
AMBY DEVELOPMENT, INC.

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

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

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

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

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

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

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

It is further agreed by and between the parties that the terms and conditions of the Lake Agreement which is more particularly described in Exhibit “G” which is attached to and by reference made a part of the General Declaration of Covenants and Restrictions for Stonegate Subdivision must be abided at all times while using this area.
It is further agreed by and between the parties that the lease herein provided has been executed this 20th day of April, 2005, and shall run with the land on a month to month basis for a 20 year period and shall be extended or terminated under the same terms and conditions of the General Declaration of Covenants and Restrictions for Stonegate Subdivision for that Declaration as contained therein, with the following exceptions:

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

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

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

[Signatures]

Witness

Wendall A. Kessler, President
AMBY DEVELOPMENT, INC.

[Signatures]

Witness

Wendall A. Kessler, Registered Agent
STONEGATE AMENITIES, INC.
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA

CHAPTER OF EFFINGHAM

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

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

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

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

Express reference is hereby made to the plat of said lands made by Warren E. Poythress, R.L.S. #1953, dated August 14, 2002 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet B, Slide 123, for better determining the metes and bounds of said lands herein conveyed.

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

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

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

SUBJECT to restrictive covenants and easements of record.

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

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

Signed, sealed and delivered
in the presence of:

[Signatures]

Official Witness - Notary Public

Effingham County, Georgia

[Seal]
This is close to the property line. Only access is off of Old River Road unless you drive across the common area at the end of the gravel way.
Staff Report

Subject: Variances (First District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022

Item Description: Effingham County Industrial Development Authority as Agent for Effingham County Board of Commissioners requests a variance from section 3.38.9 Freestanding Sign Size, to allow for a sign size in excess of the 100 square foot maximum for a sign on an I-1 zoned parcel. Located on Savannah Portside Industrial Parkway, zoned I-1. Map# 329D Parcel# 1C

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a variance from section 3.38.9 Freestanding Sign Size, with conditions.

Executive Summary/Background

- Pursuant to Appendix C-Zoning Ordinance, Article VII-Planning Board, Section 7.1.8, variances may only be granted if the following findings are made:
  - That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and
  - That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

- The applicant is proposing a sign design with a sign face of approximately 112 square feet. The maximum signable area (section 3.38.9 a) for a freestanding sign on an I-1 zoned, multiple tenant parcel is 100 square feet.

- The proposed sign is designed and sized for high visibility, promoting safe access for truck traffic, while providing an aesthetically pleasing entry.

Alternatives
1. Approve the request for a variance from section 3.38.9 Freestanding Sign Size, with the following condition:
   1. The sign shall not encroach into the street right-of-way, or be within 25 feet of an established street intersection, nor obstruct driver visibility.

2. Deny the request for a variance from section 3.38.9 Freestanding Sign Size.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Variance application
2. Ownership certificate/authorization
3. Site Plan
4. Aerial photograph
5. Deed
ATTACHMENT A - VARIANCE APPLICATION

Application Date: 9-12-22

Applicant/Agent: Effingham County Industrial Development Authority

Applicant Email Address: bhemdon@effinghamindustry.com

Phone # 912-392-0000

Applicant Mailing Address: 777 Old Augusta Road

City: Rincon State: Georgia Zip Code: 31326

Property Owner, if different from above: Effingham County Board of Commissioners

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): 

Phone # 

Owner’s Mailing Address: 

City: State: Zip Code: 

Property Location: O SAVANNAH PORTSIDE IN PKWY

Name of Development/Subdivision: PORTSIDE INDUSTRIAL PARK

Present Zoning of Property Tax Map-Parcel # Total Acres 1-1 329D-1C <0.1 ac

VARIANCE REQUESTED (provide relevant section of code): 3.38.9 (maximum sign face in 1-1)

Describe why variance is needed: Sign has been design for making the park readily visible while having a focus on aesthetics. The current design of the sign requires a variance of up to 115 s.f. per sign face.

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

This request meets the criteria in that the 100 s.f. limitation has proved inadequato on similar signs elsewhere in the County. Please see attached plans for reference for high quality aesthetics.

Applicant Signature: _______________ Date 9/12/22

Rev 05052021
SIGNAGE AND LANDSCAPE PLANS
FOR
SAVANNAH PORTSIDE - ENTRY IMPROVEMENTS
EFFINGHAM COUNTY, GEORGIA

PREPARED FOR:
EFFINGHAM COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY
P.O. BOX 1078
SPRINGFIELD, GA 31329
TM# 03290-00000-041-A00

OCTOBER 6, 2021
J-28042.0005

PREPARED BY:
THOMAS & HUTTON
LANDSCAPING

DESCRIPTION:

1. Scope:
   - This specification applies to all landscaping projects within the site.
   - It includes the design, installation, and maintenance of all landscaping elements.

2. Landscape Design:
   - The landscape design is to be developed by the project team in collaboration with landscape architects.
   - The design shall incorporate principles of sustainability and environmental consideration.

3. Plant Materials:
   - Native plants shall be used to support local biodiversity and reduce water usage.
   - Drought-resistant and low-maintenance plants are recommended to minimize water needs.

4. Irrigation System:
   - An efficient irrigation system is required to ensure proper plant growth.
   - Water-saving technologies such as drip irrigation or smart valves shall be considered.

5. Maintenance:
   - Regular maintenance, including mowing, weeding, and pruning, is essential to the longevity of the landscape.
   - A maintenance plan shall be developed and included in the project documentation.

6. Drainage:
   - Proper drainage solutions shall be implemented to prevent water accumulation and erosion.
   - Rain gardens and swales are recommended to manage stormwater.

7. Sustainability:
   - The project shall incorporate sustainable practices and materials to minimize its environmental impact.
   - LEED or other sustainability certification guidelines may be applied.

8. Accessibility:
   - The landscape design shall be inclusive, accommodating individuals with various mobility needs.
   - Accessible pathways and seating areas are to be provided.

9. Safety:
   - Safety measures shall be taken to ensure the landscape is safe for all users, including children.
   - The use of non-slip surfaces and low-maintenance plantings is recommended.

10. Art Integration:
    - Art installations and public sculptures may be incorporated to enhance the visual appeal.
    - Commissions should align with the cultural and aesthetic context of the area.

11. Security:
    - Landscape elements, such as fences and gates, may be used to enhance security.
    - Lighting and surveillance systems are recommended to deter unauthorized access.

12. Climate Resilience:
    - The landscape design shall consider the local climate and adapt to changing conditions.
    - Drought-resistant plantings and water-efficient strategies are crucial.

13. Cost Considerations:
    - The cost of the landscaping project shall be estimated and included in the project budget.
    - Alternatives and cost-saving measures should be evaluated to ensure value for money.

14. Timeline:
    - A project timeline shall be created to guide the landscaping stages and ensure timely completion.
    - Key milestones and deadlines shall be communicated to all project stakeholders.

15. Documentation:
    - Comprehensive documentation is required to track the progress and maintain the landscape.
    - Records of plant species, installation dates, and maintenance activities should be kept.

16. Modification:
    - Any changes to the landscaping plan shall be documented and communicated to all parties involved.
    - Amendments to the plan shall be approved by the project team and the client.

17. Inspection:
    - Regular inspections shall be conducted to ensure the landscape is in good condition.
    - Independent inspectors may be used to verify the quality of workmanship.

18. Attachments:
    - Additional specifications, such as soil amendments and irrigation guidelines, may be included.
    - Site-specific data and local regulations shall be referenced.

19. Legal Compliance:
    - The project shall comply with all local laws and regulations regarding landscaping.
    - Permits and licenses may be required for certain landscape features.

20. Nondiscrimination:
    - The project shall comply with all nondiscrimination laws and provisions.
    - Equal opportunities and accessibility shall be ensured.

Lawn Care:

Lawn care shall be performed according to the manufacturer's instructions and regular maintenance guidelines. Fertilizer application shall be done according to the local climate and soil conditions.

Plants:

Plants shall be watered correctly and fertilized regularly to ensure their health and growth. Pruning and deadheading shall be performed as necessary to maintain the desired shape and size.

Irrigation:

Irrigation systems shall be monitored and adjusted as needed to ensure water efficiency. Leaks and malfunctions shall be repaired promptly to prevent water waste.

Maintenance:

Regular maintenance, including weeding, mowing, and pruning, shall be performed to keep the landscape in good condition. Any repairs or replacements shall be done promptly to avoid further damage.

Safety:

Safety hazards shall be identified and addressed to ensure the safety of all users. Appropriate signage and markings shall be used to guide visitors and prevent accidents.

Security:

Security measures shall be in place to protect the property and its occupants. Surveillance cameras and other security devices may be installed to deter unauthorized access.

Accessibility:

Access to the landscape areas shall be provided for all users, including those with mobility issues. Access ramps and handrails shall be installed as necessary.

Art:

Art installations shall be located in areas that enhance the visual appeal and provide aesthetic interest. The artists and their work shall be selected through a competitive process to ensure diversity and quality.

References:

For more detailed specifications and guidelines, please refer to the following resources:

- Local landscape codes and regulations
- National Association of Landscape Professionals
- American Society of Landscape Architects
- Institute of Landscape Architects

END OF SECTION
Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: Scott B. Eishen requests to rezone 4.72 acres from AR-1 to AR-2 to allow for the separation of a home site. Located at 7083 Clyo-Kildare Road. Map# 229A Parcel# 1

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone 4.72 acres from AR-1 to AR-2 to allow for the separation of a home site, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts. AR-1 requires a minimum lot size of 5 acres. AR-2 allows lots of one acre or more.
- The applicant proposes to split a 4.72-acre parcel. The proposed lots will be less than 5 acres and, therefore, the entire 4.72 acres must be rezoned to AR-2.

Alternatives
1. Approve the request to rezone 4.72 acres from AR-1 to AR-2, with the following conditions:
   1. The lots shall meet the requirements of the AR-2 zoning district.
   2. Minor subdivision plat must be approved by Development Services and Environmental Health, and be recorded, before the rezoning can take effect.
2. Deny the request to rezone 4.72 acres from AR-1 to AR-2.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Deed
5. Aerial photograph
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_____ DISAPPROVAL_____

1. Is the rezoning request by applicant Scott B. Eishen – (Map # 229A Parcel # 1) from AR-1 to AR-2 zoning.

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

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

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

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

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

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

Yes No 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 9-12-22

Applicant/Agent: Scott B. Eishen

Applicant Email Address: scott.eishen@aol.com

Phone # 912-605-9444

Applicant Mailing Address: 7083 Clyo-Kildare RD.

City: Newington State: GA Zip Code: 30446

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: 7083 Clyo-Kildare RD, Newington GA 30446

Proposed Road Access: Clyo-Kildare RD.


Tax Map-Parcel # 229A-2 Total Acres: 4.72 Acres to be Rezoned: 4.72

Lot Characteristics: New survey indicates 4.03 Acres.

WATER

X Private Well

______ Public Water System

If public, name of supplier:

SEWER

X Private Septic System

______ Public Sewer System

Justification for Rezoning Amendment: Doesn’t meet AR-1 specifications, splitting

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

North AR-1 South AR-1 East AR-1 West AR-1

Rev 01132022
1. Describe the current use of the property you wish to rezone.

Residential, Agriculture - livestock, gardening

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

Yes

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

Residential, Agriculture

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

Residential, Agricultural

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

Will allow possible land split, still used as residential

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

No

Applicant Signature: [Signature]

Date: 9-12-22
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 09/12/2019, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2544 page 748-749.

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

Owner's signature ________________________________
Print Name Scott B. Eishen

Owner’s signature ________________________________
Print Name Laura Eishen

Owner’s signature ________________________________
Print Name ________________________________

Sworn and subscribed before me this 12th day of September, 20 22.

Chelsie Fernard
Notary Public, State of Georgia

Rev 01132022
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of August 27, 2019 by and between

Scott Brian Eishen
(Hereinafter referred to as the "Grantor"), and

Scott Brian Eishen and Laura Fay Eishen
, as joint tenants with rights of survivorship
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All those certain lots, tracts or parcels of land situate, lying and being in the Village of Kildare, 12th G.N. District of Effingham County, Georgia, and being shown and designated as Lots 3 and 4, each of said lots containing 1.5 acres of land, more or less, as shown upon a map or plat of 5 lots made by Lester Ackerman, R.L.S. #1069, dated May 1, 1967, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat Book 4, Page 36. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

AND ALSO, all that certain tract or parcel of land situate, lying and being in the 12th G.M. District of Effingham County, Georgia, containing 2.9 acres, more or less, according to a plat of survey made by Lester Ackerman, R.L.S. #1069, dated August 6, 1968, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat Book 4, Page 105. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed.

Less and except that property conveyed by Hazel H Lee to the Department of Transportation dated August 21, 2001 recorded in deed book 742, page 202, containing improvements thereon known as 7083 Clyo Kildare Rd, Newington, GA 30467, PIN 0228A-091,

(hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEESimple.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.
Signed, sealed and delivered this 27th day of August, 2019, in the presence of:

[Signature]

Unofficial Witness

Notary Public

My Commission Expires

[Stamp]

[Signature]
Scott Brian Eischen

[Stamp]

Lee Ann Welch
Notary Public

GEORGIA
June 5, 2021
October 12, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application
Scott Eishen
7083 Clyo Kildare Road
Newington, GA 30446

Property Location: 7083 Clyo Kildare Road
PIN: 229A-1
Total Acres: 4.72 Acres to be Rezoned: 4.72

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to AR-2. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior
to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson

Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department
Subject: Rezoning (Third District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: Terry Griner requests to rezone 0.23 acres from B-3 to AR-1 to allow for a recombination of parcels. Located on Go Cart Road & Pound Road. Map# 296 Parcel# 46F

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request to rezone .23 acres from B-3 to AR-1 to allow for a recombination of parcels, with conditions.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The applicant wishes to allow 0.23 acres of his B-3 zoned parcel to be added to adjacent Map/Parcel 296-46E. This addition to the property will serve to correct the existing property line, which currently runs through functional travel access and a structure.
- The 0.23 section is being added to a parcel that is zoned AR-1. Therefore, the 0.23 acres must also be zoned AR-1.
- The applicant was denied a request to rezone the entirety of this parcel to I-1 on August 2, 2022. Staff, in consultation with the County Attorney, have determined that this current rezoning request is not subject to the 6-month prohibition on reapplication due to the vastly different scope and intent of the proposed rezoning.

Alternatives
1. Approve the request to rezone 0.23 acres from B-3 to AR-1, with the following conditions:
   1. The lot shall meet the requirements of the AR-1 zoning district.
   2. A combination plat must be approved by Development Services and, and be recorded, before the rezoning can take effect.

2. Deny the request to rezone 0.23 acres from B-3 to AR-1

Recommended Alternative: 1 Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
Attachments: 1. Rezoning application and checklist 4. Deed
               2. Ownership certificate/authorization 5. Aerial photograph
               3. Plat
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL_______  DISAPPROVAL_______

Or the rezoning request by applicant Terry Griner – (Map # 296 Parcel # 46F) from B-3 to AR-1 zoning.

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

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

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

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

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

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

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

Yes  No  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Applicant/Agent: Joan Griner Scarborough
Application Date: 9/16/2022

Applicant Email Address: joan.scarborough9418@gmail.com
Phone #: 912-507-7399

Applicant Mailing Address: 481 Zettler Loop
City: Guyton, State: Ga., Zip Code: 31312

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

Owner’s Email Address (if known):
Phone #: 912-659-4771

Owner’s Mailing Address: 925 Pound Rd
City: Guyton, State: Ga., Zip Code: 31312

Property Location: 975 Pound Rd, Proposed Road Access: Pound Rd.

Present Zoning of Property: Commercial
Proposed Zoning: Residential

Tax Map-Parcel #: 029606468, Total Acres: 7.15
Acres to be Rezoned: 0.23

Lot Characteristics: Field

WATER

Private Well
Public Water System

If public, name of supplier:

SEWER

Private Septic System
Public Sewer System

Justification for Rezoning Amendment:

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

North South East West

Rev 01132022
1. Describe the current use of the property you wish to rezone.
   Empty Field

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   No

3. Describe the use that you propose to make of the land after rezoning.
   Just a little bit of room to get around the pond and yard.

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

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   It will just give me a little yard space.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No

Applicant Signature: Jean L. Scarborough  Date: Sept. 1, 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 October 26, 2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2485, page 177-178.

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

Owner's signature

Print Name

Owner's signature

Print Name

Owner's signature

Print Name

Sworn and subscribed before me this 8th day of September, 2022.

Notary Public, State of Georgia

Rev 01132022
AUTHORIZATION OF PROPERTY OWNER

I, Carla D Hedges, 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 Rezoning Amendment Approval. 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: Terry Griner

Applicant/Agent Address: 925 Pound Rd

City: Guyton State: GA Zip Code: 31312

Phone: 912-659-4771 Email: grinersgrading@yahoo.com

Owner’s signature: Terry Griner

Print Name: Terry Griner

Personally appeared before me Terry Griner (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 8th day of September, 2022.

Carla D Hedges
Notary Public, State of Georgia
STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made this 26th day of October, 2017 between DEBRA JOY GRINER USHER of the County of Bryan and of the State of Georgia, as the First Part, herinafter called Grantor and TERRY ALLEN GRINER of the County of Effingham and of the State of Georgia, as Party of the Second Part, herinafter called the Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH that: Grantor, for and in consideration of the sum of Fifty Thousand Dollars ($50,000) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

DESCRIPTION OF PROPERTY

ALL that certain tract or parcel of land situate, lying and being in the Town of Pineaora, 10th G.M. District of Effingham County, Georgia, containing Seven and Thirty-Eight Hundredths (7.38) acres, more or less and being known and designated as TRACT SIX (6) as shown on the plat herinafter referred to. Said parcel of land being bounded on the North by Tract Five (5); on the East by lands now or formerly of Pound; on the South by Go-Cart Public Road; on the West by Georgia State Highway No. 17, and on the Northwest by Pound County Public Road.

Express reference is hereby made to the plat of said lands made by Harold R. Johnson, R.L.S. #1137, dated April 9, 2004 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 122-D-1 for better determining the meters and bounds of said lands herin conveyed.

Subject, however, to restrictions, easements and right-of-way of record.

Title to the within described property has not been certified by the scrivener of this quitclaim deed.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time by any means or ways, have, claim or demand any right to
Title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this 26th day of October, 2017.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Debra Joy Griner Usher

[Signature]
Notary Public
10/26/2017
October 12, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Attachment A- Rezoning Amendment Application
   Terry Griner
   401 Zettler Locp
   Guyton, GA 31312

   Property Location: Pound Road and Go Cart Road
   PIN: 296-46F
   Total Acres: 7.15   Acres to be Rezoned: 0.23

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed
the request to rezone the above referenced tract of land from B-3 to AR-1. The proposed
rezoning request is preliminarily approved based on the following supporting documents
and does not meet the requirements for a proposed subdivision as defined by Rules of the
Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with
   Soil Suitability Description.
4. The following signature block should be used on all plats that require Health
   Department approval.

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto
   and supplementary information provided, a review of the plat as represented by the
   said engineer/surveyor finds that this plat complies with the OSSMS regulations for
   a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must
   be reviewed and approved for On-Site Sewage Management System placement prior
to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson

Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department
NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP EFFINGHAM COUNTY, GEORGIA. REFERRING TO THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015, THIS PROPERTY IS LOCATED IN "ZONE X" OUTSIDE THE 100 YEAR FLOODPLAIN.

NOTE: SUBJECT PROPERTY IS A RECOMBINATION OF A PORTION OF PARCEL 02960046001 (BEVERLY GRINER) WITH M & P 02960046E OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

LEGEND:
IRF 3/4" REBAR FOUND
IRS 3/4" REBAR SET
PL PROPERTY LINE
CMF CONC MON.FOUND
N/F NOW OR FORMERLY
PR POWER POLE
EQUIP. USED TOTAL STATION
DOPCON 303

ERROR OF CLOSURE
1/24,000 PLAT NOT ADJUSTED

ADOLPH M. MICHELIS & ASSOCIATES
736 SANDY RIDGE ROAD
SYLVANIA, GEORGIA 30467
PH. (912) 920-3972

SURVEYORS CERTIFICATION
(1) As required by subsection (c) of O.C.G.A. Section 61-2-61, this plat has been prepared by a land surveyor and approved by an eligible land surveyor for recording as evidenced by the signatures of the surveyor(s) who prepared this plat. This plat is documented by appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the regulations and requirements of the Georgia Mountain Commission for recording of plats for subdividing land and also is prepared in accordance with the Standards of the Surveyor Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 61-2-61.

JOAN GRINER SCARBOROUGH
RECOMBINATION SURVEY
SURVEY OF 0.23 ACRES FROM M & P 02960046F RECOMBINED WITH M & P 02960046E LOCATED IN THE 10TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 17 AUG 2022 PLAT DRAWN 18 AUG 2022
Staff Report  

Subject: Conditional Use (Fourth District)  
Author: Katie Dunnigan, Zoning Manager  
Department: Development Services  
Meeting Date: October 17, 2022  

Item Description: Yuval Bartal as Agent for Andrea L. Allsbrook requests a conditional use, to allow for an event venue. Located at 1800 McCall Road, zoned AR-1. Map# 391 Parcel# 3

Summary Recommendation  
Staff has reviewed the application, and recommends approval of the request for a conditional use, to allow for an event venue, with conditions.

Executive Summary/Background  
- The criteria for private and public events venues as a conditional use in the AR-1 zoning district is described in Appendix C – Zoning Ordinance, Article V-Uses Permitted in Districts, Section 5.1.2.10 – Private and Public Events Venue  
- This property currently operates as an events venue based on a conditional use granted April 17, 2018. The applicant is selling the property, so conditional use must be approved on behalf of the new owners to allow for the sale of the property as a continually operational events venue.  
- The applicant wishes to continue operations of the property, initially, as an "as is" site. Future possible plans include the enclosure of an existing pole barn, and addition of more restrooms. The site will, however, remain largely unchanged.

Alternatives  
1. Approve the request for a conditional use, to allow for an event venue, with the following conditions:  
   1. Operation of the event venue will fully comply with Section 5.1.2.10 – Private and Public Events.  
   2. An occupational tax certificate will be obtained, and kept in current and in good standing, for the duration of the conditional use.  
   3. All Environmental Health Department requirements for food service and restrooms will be satisfied prior to active operation of the event venue.  
   4. All future site development and/or construction plans shall be submitted to Development Services for review and permitting.  
   5. All wetland impacts are to be permitted by USACE.  

2. Deny the request for a conditional use, to allow for an event venue.

Recommended Alternative: 1  
Other Alternatives: 2  

Department Review: Development Services  
FUNDING: N/A

Attachments:  
1. Conditional Use application  
2. Ownership certificate/authorization  
3. Aerial photograph
ATTACHMENT A - CONDITIONAL USE APPLICATION

Application Date: 9/8/2022

Applicant/Agent: Yuval Bartal

Applicant Email Address: Yuvalbarta42@gmail.com; yuval@orchardgroupusa.com

Phone #: 912-484-5172

Applicant Mailing Address: 613 Windsor Road

City: Savannah  State: GA  Zip Code: 31419

Property Owner, if different from above: The Waters Estate LLC (Andrea L. Allebrook)

Include Signed & Notarized Authorization of Property Owner

Owner’s Email Address (if known): thewatersestate@gmail.com

Phone #: 912-754-5138

Owner’s Mailing Address: 1800 McCall Road

City: Rincon  State: GA  Zip Code: 31326

Property Location: 1830 McCall Road

Present Zoning of Property AR-1  Tax Map-Parcel # 03910003  Total Acres 56.92

CONDITIONAL USE REQUESTED:

Section 3.15A – Residential Business

See Section 3.15A for requirements

Section 3.15B – Rural Business

See Section 3.15B for requirements

X OTHER (provide relevant section of code): 5.1.2.10

Reason: Property received a conditional use permit to operate a private event venue from the County on April 17, 2018.

Current applicant is under contract to purchase the property and wants to maintain the current use (no changes), which requires a new conditional use permit to be issued.

How does request meet criteria of Section 7.1.6 (see Attachment C): The use is currently approved and has been in operation for 3+ years, without impact on economic values or physical appearance of the neighborhood. Property is nearly 60 acres, well-buffered, provides adequate parking and setbacks. Applicant does not intend to change the use or operation of the facility.

Applicant Signature: ____________________________  Date 09/09/2022

Rev 05052021
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

January 13, 2017, on file in the office of the Clerk of the Superior Court of Effingham County, in Deed Book 2386, page 877.

I hereby certify that I am the owner of the property being proposed for Conditional Use 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

Andrea L. Allsbrook

Print Name

Andrea L. Allsbrook

Owner’s signature

Print Name

Owner’s signature

Print Name

Sworn and subscribed before me this 9th day of Sept., 2022.

Julia A. O’Connor
Notary Public, State of Georgia

Rev 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Andrea L. Allsbrook, 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 Conditional Use 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: Orchard Group

Applicant/Agent Address: 2 E Bryan St.

City: Savannah State: GA Zip Code: 31401

Phone: 912-484-5172 Email: orchardgroupusa@gmail.com

Owner's signature: Andrea L. Allsbrook

Print Name: Andrea L. Allsbrook

Personally appeared before me Andrea L. Allsbrook (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 9th day of Sept., 20__

Julia A. O'Connor
Notary Public, State of Georgia

Rev 05052021
LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into as of January 13, 2017 by and between

Andrea L Allebrook
(Hereinafter referred to as the "Grantor"), and

The Waters Estate, LLC
(Hereinafter referred to as "Grantee")

(the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH, THAT:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee:

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing 96.62 acres, more or less, as shown on a plat of survey prepared for Larry Redmond by Warren E. Poythress, GRLS #1053, and recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia in Plat cabinet G, Page 154B-1. Said map or plat is incorporated herein by specific reference for a more complete description of the property herein conveyed. This being the same property conveyed to Larry B. Redmond by Quit Claim Deed from Patricia J. Redmond dated September 10, 2013 and recorded on October 17, 2013 in Deed Book 2217, Page 474 and by Warranty Deed from Shirley D. Palmer dated January 20, 2007 and recorded January 31, 2007 in Deed Book 1576, Page 458; aforesaid records.

According to the Effingham County Tax Assessor's records, this parcel has been divided into 2 parcels; one containing 87.25 acres (Parcel 1) with PIN #03910003 and the second containing 9.37 acres (Parcel 2) with PIN #03910003A00. Currently, there is not a plat recorded in the aforesaid Clerk's Office reflecting a subdivision of said property.

(Hereinafter referred to as the "Property")

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the duly authorized officer of Grantor has signed and sealed this Deed on the day and year first above written.
Signed, sealed and delivered this 13th day of January, 2017 in the presence of:

[Signatures]

Notary Public

My Commission Expires: [Date]

[Notary Seal]

https://search.gscaca.org/Imaging/HTML5viewer.aspx?id=89347980&key1=2388&key2=877&county=51&countynames=EFFINGHAM&userid=120240... 2/2
Water Estate Site Layout Reference list

The Cove- A staged area providing a beautiful backdrop for photography.

The Fire Pit- A wood-burning fire pit surrounded by swings to host a cocktail hour.

The Pavilion- Main event space.

The Bathrooms- 2 bathrooms.

The Island- Main ceremony location.

The Lake House- Residential property, will be used to hose the bride and groom prior to the event.
Staff Report

Subject: Sketch Plan (First District)
Author: Teresa Concannon, AICP, Planning Manager
Department: Development Services
Meeting Date: October 17, 2022

Item Description: Daniel Ben-Yisrael as Agent for Effingham County Industrial Development Authority requests approval of a sketch plan for “Parker’s Convenience Store – Old River Road”. Located on Old River Road, zoned B-3. Map# 330 Parcel# 46

Summary Recommendation
Staff has reviewed the application, and recommends approval of a sketch plan for “Parker’s Convenience Store – Old River Road”.

Executive Summary/Background
- The request for approval of a sketch plan is a requirement of Appendix B – Subdivision Regulations, Article V-Plan and Plat Requirements, Section 5.1 – Sketch Plan. The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.
- Development Services and DPH staff met with the development team on June 10 via teleconference, and discussed access management and stormwater requirements.
- The applicant proposes to obtain water service from the Industrial Development Authority.
- All proposed driveways are on county roads. Encroachment permits will be required for site development approval. A Traffic Impact Assessment will be required, to identify any needed turn lanes and road improvements.
- A 30’ vegetative buffer is required on the northern and eastern boundaries with AR properties.
- After Sketch Plan approval, staff will follow-up with a Notice to Proceed, summarizing requirements and recommendations.

Alternatives
1. Approve request for a sketch plan for: “Parker’s Convenience Store – Old River Road”.
2. Deny the request of a sketch plan for: “Parker’s Convenience Store – Old River Road”.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A

Attachments: 1. Sketch Plan Application
2. Sketch Plan
3. Aerial Photograph
EFFINGHAM COUNTY
SKETCH PLAN SUMITTAL FORM

OFFICIAL USE ONLY
Date Received: ____________ Project Number: ____________ Classification: ____________
Date Reviewed: ____________ Reviewed by: ____________

Proposed Name of Subdivision  Parker's Convenience Store - Old River Road

Name of Applicant/Agent  Daniel Ben-Yisrael  Phone  (912) 687-0593
Company Name  Drayton-Parker Company, LLC
Address  17 W. McDonough Street, Savannah GA 31401

Owner of Record  Effingham County Industrial Development Authority  Phone  912-392-3000
Address  777 Old Augusta Road, Rincon, GA 31326

Engineer  Rusty Windsor, PE (Kimley-Horn)  Phone  (912) 244-2528
Address  554 Gordon Street, Savannah, GA 31401

Surveyor  Nicholas L. Mansfield (Survey Matters)  Phone  (864) 451-0176
Address  107 Hillcrest Avenue, Simpsonville, SC 29681

Proposed water  ECIDA - Water  Proposed sewer  Septic tank system

Total acreage of property  6.96  Acreage to be divided  N/A  Number of Lots Proposed  N/A

Current Zoning  B-3  Proposed Zoning  B-3  Tax map – Block – Parcel No  03300-00000-046

Are any variances requested?  No  If so, please describe: __________________________________________

__________________________________________________________________________________________

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 10th day of September, 2006.

Notary

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/14/27

Applicant

Owner

### EFFINGHAM COUNTY SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

<table>
<thead>
<tr>
<th>Subdivision Name:</th>
<th>Project Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Received:</th>
<th>Date Reviewed:</th>
<th>Reviewed by:</th>
</tr>
</thead>
</table>

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

#### (a) Project Information:

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>1. Proposed name of development.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Names, addresses and telephone numbers of owner and applicant.</td>
</tr>
<tr>
<td>✓</td>
<td>3. Name, address and telephone number of person or firm who prepared the plans.</td>
</tr>
<tr>
<td>✓</td>
<td>4. Graphic scale (approximately 1&quot;=100') and north arrow.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Location map (approximately 1&quot; = 1000').</td>
</tr>
<tr>
<td>✓</td>
<td>6. Date of preparation and revision dates.</td>
</tr>
<tr>
<td>N/A</td>
<td>7. Acreage to be subdivided.</td>
</tr>
</tbody>
</table>

#### (b) Existing Conditions:

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>1. Location of all property lines.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Existing easements, covenants, reservations, and right-of-ways.</td>
</tr>
<tr>
<td>✓</td>
<td>4. Sidewalks, streets, alleys, driveways, parking areas, etc.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Existing utilities including water, sewer, electric, wells and septic tanks.</td>
</tr>
<tr>
<td>✓</td>
<td>6. Natural or man-made watercourses and bodies of water and wetlands.</td>
</tr>
<tr>
<td>✓</td>
<td>7. Limits of floodplain.</td>
</tr>
<tr>
<td>✓</td>
<td>8. Existing topography.</td>
</tr>
<tr>
<td>N/A</td>
<td>10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).</td>
</tr>
</tbody>
</table>

#### (c) Proposed Features:

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>1. Layout of all proposed lots.</td>
</tr>
<tr>
<td>✓</td>
<td>2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).</td>
</tr>
<tr>
<td>✓</td>
<td>3. Proposed zoning and land use.</td>
</tr>
<tr>
<td>N/A</td>
<td>4. Existing buildings and structures to remain or be removed.</td>
</tr>
<tr>
<td>✓</td>
<td>5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.</td>
</tr>
<tr>
<td>✓</td>
<td>6. Proposed retention/detention facilities and storm-water master plan.</td>
</tr>
<tr>
<td></td>
<td>7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>✔</td>
<td>8. Water distribution infrastructure master plan.</td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 12th day of September, 2022

Applicant

Owner

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/14/27
September 30th, 2022
CC: Liberto Chacon, PE
Teresa Concannon
Chelsie Fernald

Rusty Windsor, P.E.
Kimley Horn
554 Gordon St
Savannah, GA 31401

Dear Mr. Windsor,

I am pleased to provide you with a review of the sketch plan for Parker’s Kitchen – Old River Road, which appears below.

**Site Plan Review**

**Submittal Documents:**
- Sketch Plan..................................................Sep. 2022
- Site Survey..................................................Sep. 2022

**Comments:**

1. Please clearly delineate the landscaped buffers on the plans. The schedule for buffer shall be as follows:
   a. North & East Property Lines adjacent to AR Zoned Districts: 30-ft
   b. Property Lines adjacent to streets: 10-ft between parking/loading areas and adjacent accessed street right-of-way.
      i. It shall be noted that the county defines parking space as the area required to park/store one automobile, including the aisle or driveway space providing access thereto.
   c. Permitted activity within these landscape buffers are:
      i. Drainage ditches, utility and service lines (provided they are approximately perpendicular to property line)
      ii. Street access/ driveways (provided they are approximately perpendicular to the property line)
      iii. Sidewalks and pathways connecting multiple parcels
      iv. Lighting fixtures, Signs, Flagpoles

Sincerely,

Trevor Shoemaker
Trevor Shoemaker
Project Manager
EOM
Staff Report

Subject: Pond Less Than One Acre (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: The McGraley Co. as Agent for Charles Layton requests approval for a pond less than one acre in size. Located on McCall Road, zoned AR-1. Map# 391 Parcel# 11C

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a pond less than one acre in size, with conditions.

Executive Summary/Background
- The request for Planning Board approval for a pond of less than one acre is a requirement of Appendix C, Article III-General Provisions, Section 3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.
- The applicant has submitted an application for rezoning of this parcel for the purpose of a surface mine. The submitted site plan shows the proposed pond inside the mined area.
- The applicant has been informed of BMP requirements for construction of the pond. An erosion control plan has been requested.

Alternatives
1. Approve the request for a pond less than one acre in size, with the following conditions:
   1. Incorporate applicable details from the GSWCC 2016 manual for Construction Exit; Filter Ring; Sediment Barrier & Trap.
   2. The pond must meet the requirements of Sec. 3.17A – Ponds-Construction.
   3. The applicant must have an approved site/erosion control plan prior to construction.

2. Deny the request for a pond less than one acre in size.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
2. Ownership certificate/authorization
EFFINGHAM COUNTY
POND APPLICATION

(Any pond which exceeds one acre in size, requires a permit from Department of Natural Resources of the Environmental Protection Division)

OWNER’S NAME Charles Layton

ADDRESS 127 Mill Court, Rincon, GA 31326

PHONE ———— EMAIL ————

LOCATION OF POND North corner of property SIZE OF POND 0.95 acres

ZONING AR-1 MAP# ———— PARCEL# 03910011000 PARCEL ACREAGE 30.65 acres

NAME OF CONTRACTOR OR CONTACT PERSON The McGraley Co. - Logan Hurst

ADDRESS 955 Indigo Road, Springfield, GA 31329

PHONE 912-754-4138 EMAIL loganhurst@themcgraleyco.com

OWNER’S SIGNATURE ————

******************************************************************************

YOUR APPLICATION MUST BE ACCOMPANIED WITH THE FOLLOWING ITEMS:

* PLAT OF THE PROPERTY SHOWING THE GENERAL LOCATION OF THE POND.

* $200.00 Application Fee
STATE OF GEORGIA

COUNTRY OF EFFINGHAM

THIS INDENTURE, Made the 31st day of JULY, 2009, between CHARLES B. LAYTON, II, Individually and CHARLES B. LAYTON, II as Executor of the Last Will and Testament of ERNEST C. RAHN, deceased, of the FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

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

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing Fourteen and Seventy-Eight Hundredths (14.78) acres, more or less, and being bounded on the Northeast by lands of the Estate of Ernest C. Rahn; on the Southeast by lands of the Estate of Ernest C. Rahn and by lands of Smith; on the Southwest by lands of Smith, by the McCall county public road, known as County Road No. 176, by lands of Bobby Mackie, and again by the McCall public road, and on the Northwest by lands of Glenn Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelle, R.L.S. #1332, dated June 22, 2009 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "O", Slide 1042, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances thereof belonging or in any way appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whatsoever.

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

Charles B. Layton, II Individually

Signed, sealed and delivered in the presence of:

Unofficial Witness

Charles B. Layton, II, as Executor of the Last Will and Testament of Ernest C. Rahn, deceased

Official Witness - Notary Public

R. Edward Reddick, Jr.
Notary Public, Effingham County, Georgia
My Commission Expires August 23, 2010

https://search.gsocca.org/imaging/H%72MLViewer.aspx?id=601131422&key1=1872&key2=35&county=51&countryname=EFFINGHAM&userid=3416B&... 1/1
Subject: Rezoning (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: The McGrale Company as Agent for Charles Layton requests to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine. Located on McCall Road Map# 391 Parcels# 11C & 11F Map# 412 Parcel# 24
Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine
Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Pursuant to Sec. 3.17.3.3, excavation activity that involves movement of soil off-site must be located within the I-1 zoning district.
- Surface Mines are regulated by O.C.G.A. 12-4-70 Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to O.C.G.A 12-4-75 of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are approximately 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on both McCall Road & Racepath Road. Neither road is a designated truck route.
- The applicant has submitted an application for Map/Parcel 391-11C for a pond less than one acre in size. The submitted site plan shows the pond inside the proposed surface mine area.
Alternatives
1. Approve the request to rezone 65.29 of 97.36 acres from AR-1 to I-1, to allow for a surface mine, with the following conditions:
   1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
   2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
   3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
   4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
   5. The surface mine site shall meet the requirements of Section 3.17- Excavation, mining, ponds and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.
   6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.

2. Deny the request to rezone 65.29 of 97.36 acres from AR-1 to I-1.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
Attachments:
1. Rezoning application and checklist
2. Ownership certificate/authorization
3. Plat
4. Aerial photograph
5. Deed
Effingham County Rezoning Checklist

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

APPROVAL______  DISAPPROVAL______

Or the rezoning request by applicant The McGrail Co. as Agent for Charles Layton – (Map # 391 Parcels # 11C & 11F Map# 412 Parcel# 24) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

Yes  No?  8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A - REZONING AMENDMENT APPLICATION

Application Date: 9-12-22

Applicant/Agent: The McGraley Co. - Logan Hurst

Applicant Email Address: 955 Indigo Road, Springfield, GA 31329

Phone #: 912-754-4138 loganhurst@themcgraleyco.com

Applicant Mailing Address: 955 Indigo Road, Springfield, GA 31329

City: ______________________ State: ________ Zip Code: __________

Property Owner, if different from above: Charles Layton

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): _____________________________

Phone #: ______________________________________

Owner's Mailing Address: 127 Mill Court, Rincon, GA 31326

City: ______________________ State: ________ Zip Code: ________

Property Location: 2075 McCall Road

Proposed Road Access: McCall Road - paved county roadway

Present Zoning of Property: AR-1

Proposed Zoning: I-1, cond use - surface mine

03910011C00 30.65 ac 22.46 ac

Tax Map-Parcel #: 04120024 Total Acres: 50.94 ac Acres to be Rezoned: 27.06 ac

03910011F00 15.77 ac 15.77 ac

Lot Characteristics: felds, woodland, and pond, all properties have the same owner

WATER

________ X Private Well

______ Public Water System

SEWER

________ X Private Septic System

______ Public Sewer System

If public, name of supplier: ________________________________

Justification for Rezoning Amendment: Surface mine

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

North AR-1, AR-2

South AR-1, R-1, AR-2

East AR-1

West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   
   Woodland and field

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   
   Yes, for agriculture and timber

3. Describe the use that you propose to make of the land after rezoning.
   
   Construct a surface mine to remove dirt for construction. Dirt to be used for Effingham Parkway.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   
   Woodland, wetland, fields and large lot residential

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

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   
   No burdensome use of streets, utilities, or schools. Access is provided by a paved county road. There will be an increase in traffic to the site.

Applicant Signature: ___________________________ Date ____________________
I. Charles Layton by Deanna Gossett EXC, 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 Rezoning Amendment Approval. 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: Charles Layton by Deanna Gossett EXC

Applicant/Agent Address: 127 Mill Court

Rincon                     GA                     31326

City:_______________________ State:__________ Zip Code:______

Phone: 912-658-1263     Email: gossettdh@yahoo.com

Owner’s signature:Deanna Gossett EXC

Print Name:Charles Layton by Deanna Gossett EXC

Personally appeared before me __________________________________________ (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 __________ day of __________, 20__

__________________________
Notary Public, State of Georgia

Rev 01132022
RETURN TO:
REDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

STATE OF GEORGIA
COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 31ST day of JULY, 2009, between CHARLES B. LAYTON, II, Individually and CHARLES B. LAYTON, II as Executor of the Last Will and Testament of ERNEST C. RAHN, deceased, of the FIRST PARTY, and CHARLES A. LAYTON of the SECOND PART,

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

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing fourteen and Seventy-Eight Hundredths (14.78) acres, more or less, and being bounded on the Northeast by lands of the Estate of Ernest C. Rahn; on the Southeast by lands of the Estate of Ernest C. Rahn and by lands of Smith; on the Southwest by lands of Smith, by the McColl county public road, known as County Road No. 176, by lands of Bobby Mackie, and again by the McColl public road, and on the Northwest by lands of Glenn Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Michels, R.L.S. #1321, dated June 22, 2009 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide #43, for better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

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

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

[Signature]
CHARLES B. LAYTON, II, Individually

[Seal]

[Signature]
UNOFFICIAL WITNESS

[Signature]
OFFICIAL WITNESS - NOTARY PUBLIC

R. EDWARD REDDICK, JR.
Notary Public, Effingham County, Georgia
My Commission Expires August 23, 2010
COUNTY OF EFFINGHAM

STATE OF GEORGIA

THIS INDENTURE, made the 1st day of MAY, 2013, between THE MURRAY PFM, LLC, organized and existing under the laws of the State of Georgia, of the FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

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

ALL that tract or parcel of land situate, lying and being in the 9th C.M. District of Effingham County, Georgia, containing Fifteen and Seventy-Seven Hundredths (15.77) acres, more or less, and being known and designated as Parcel One [1] as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the North by Race Path Road and by Parcel 2; on the East by lands of Charles A. Layton; on the South-Southwest by lands of Charles A. Layton, and on the West-Northwest by lands of Glen B. Rahn.

Express reference is hereby made to the plat of said lands made by Adolph N. Mitchell, R.L.S. #1263, dated October 30, 2012 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet 47, Slide 114-F-1 for better determining the metes and bounds of said lands herein conveyed.

SUBJECT, to restrictive covenants and easements of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, incidental rights, improvements, easements and appurtenances thereto belonging or in any way pertained to SECOND PARTY, its heirs, successors and assigns, FORSOVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whatsoever.

IN WITNESS WHEREOF FIRST PARTY has caused this warranty deed to be duly executed by its appropriate officers thereto duly authorized, its corporate seal affixed and delivered hereunto, the day and year first above written.

THE MURRAY PFM, LLC
LLOYD H. MURRAY, SR., Managing Member

Signed, sealed and delivered in the presence of:

SECRETARY/NOTARY
OFFICIAL SEAL
SIGNED: JAMES W. SMITH
Notary Public, Georgia
BRAYN COUNTY
My Commission Expires
March 28, 2016

https://search.gsc.ca.gov/Imaging/HTML5Viewer.aspx?id=02612932&key1=2196&key2=892&county=51&countyname=EFFINGHAM&userid=34458&... 1/1
RETURN TO:
REDDICK & EXLEY
ATTORNEYS AT LAW
P. O. BOX 385
SPRINGFIELD, GA 31329

COUNTY OF EFFINGHAM

STATE OF GEORGIA

THIS INDENTURE, Made the _____ day of August, 2011, between THE
MURRAY FIRM, LLC, organized and existing under the Laws of the State of Georgia, of the
FIRST PART, and CHARLES A. LAYTON of the SECOND PART,

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

ALL that certain tract or parcel of land situate, lying and being in the 9th G.M. District
of Effingham County, Georgia, containing Sixteen and Six Tents (16.6) acres, more or
less, being bounded on the north-northeast by lands now or formerly of the Ernest
Rahn Estate and by Race Path Road, known as County Road 183; on the east by lands
of Bobby F. Wilson; on the southeast by lands of Charlie A. Layton; on the southwest
by lands of Charlie A. Layton; and on the west-northwest by lands now or formerly of
Rahn (the center of the Branch being the line).

Express reference hereby made to the plat of said lands made by Adolph N. Michelis,
R.L.S. #123, dated June 17, 2011, recorded in the office of the Clerk of the Superior
Court of Effingham County, Georgia, in Plat Cabinet "D", slide ___-___, for
better determining the metes and bounds of said lands herein conveyed.

SUBJECT to restrictive covenants and easements of record.

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

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

THE MURRAY FIRM, LLC

By: ___________________________ (SEAL)
     LLOYD A. MURRAY, Sr., Managing Member

Signed, sealed and delivered
in the presence of:

Official Witness - Notary Public

https://search.gsocca.org/Imaging/HTMLViewer.aspx?id=59456449&key1=2031&key2=196&county=51&countriname=EFFINGHAM&userid=34456&...  1/1
October 12, 2022

Effingham County Zoning Board
Springfield, GA 31329

Re: Attachment A - Rezoning Amendment Application
The McGrale Co. - Logan Hurst
955 Indigo Road
Springfield, GA 31329

Property Location: 2075 McCall Road
PIN: 391-11C, 412-24 and 391-11F
Total Acres: 30.65, 50.94 and 15.77
Acres to be Rezoned: 22.46, 27.06 and 15.77

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1, Conditional Use - Surface Mine. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

Based upon the representations of the engineer/surveyor whose seal is affixed hereon and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior
to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson
Tiffany Jackson, MPH REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department
Thank you Katie. I would like to officially register my opposition to the request for rezoning.

My opposition is based on the fact that these roads, Mcall in particular are not equipped to handle the dump truck traffic that will inundate them. They are also not authorized truck routes. This includes Race Path, Ralph Rahn, and Little Mcall roads. This is a quiet residential area that doesn't need this type of business.

Thank you very much I will beat the meeting.

Michael O'Connor

-------- Original message --------
From: Katie Dunnigan <KDunnigan@EffinghamCounty.org>
Date: 10/5/22 1:09 PM (GMT-05:00)
To: mikeandberniece@gmail.com
Subject: Rezoning Application

Katie Dunnigan
Zoning Manager
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, GA 31329
(912)754-2105
kdunnigan@effinghamcounty.org

This e-mail is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, distribution or disclosure is prohibited. If you are not the intended recipient, please reply to the sender and destroy all original copies of this message.
APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATION.

LEGEND:
1. NEW LINES FORMERLY OLD LINES
2. CONC LINES FORMERLY OLD LINES
3. OLD LINES
4. OLD LINES
5. RIGHT OF WAY
6. PROPERTY LINE

ERROR OF CLOSURE EXCEEDS 10,000

FILLED
13:53 AM
2/15/2013

SURVEY FOR CHARLES LAYTON SR.
SURVEY OF 17.77 ACRES WITH 2.0 ACRES DIVIDED OUT FORMERLY THE EARNEST CRAWFORD EST.
LOCATED IN THE 9TH G. M. D.
EFFINGHAM COUNTY, GEORGIA
SURVEYED 29 OCT 2012
PLAT DRAWN 30 OCT 2012

NOTICE: THIS 17.77 ACRE TRACT FROM MAP & PARCELS 391-1 SURVEYED 6.25 ACRES PARCEL DIVIDED INTO 3.5 ACRES PARCEL OR THE SOUTHEAST SIDE OF RACE PATH ROAD.
AFTER DIVISION PARCEL 1 NOW 15.77 ACRES REMAINING.

EASTBOURNE LAYTON SR.
SCALE: 1" = 300'
Staff Report

Subject: Pond Less Than One Acre (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: The McGraley Co. as Agent for Richard Hall requests approval for a pond less than one acre. Located on Horse Pen Road Map# 394 Parcel# 30

Summary Recommendation
Staff has reviewed the application, and recommends approval of the request for a pond less than one acre in size, with conditions.

Executive Summary/Background
- The request for Planning Board approval for a pond of less than one acre is a requirement of Appendix C, Article III-General Provisions, Section 3.17 - Excavation, mining, ponds, and fills of land and/or state/federal jurisdictional waters or wetlands.
- The applicant has submitted an application for rezoning of this parcel for the purpose of a surface mine. The submitted site plan shows the proposed pond inside the mined area.
- The applicant has been informed of BMP requirements for construction of the pond. An erosion control plan has been requested.

Alternatives
1. Approve the request for a pond less than one acre in size, with the following conditions:
   1. Incorporate applicable details from the GSWCC 2016 manual for Construction Exit; Filter Ring; Sediment Barrier & Trap.
   2. The pond must meet the requirements of Sec. 3.17A – Ponds-Construction.
   3. The applicant must have an approved site/erosion control plan prior to construction.

2. Deny the request for a pond less than one acre in size.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Development Services
FUNDING: N/A
2. Ownership certificate/authorization
EFFINGHAM COUNTY
POND APPLICATION

(Any pond which exceeds one acre in size, requires a permit from Department of Natural Resources of the Environmental Protection Division)

OWNER’S NAME  Richard Hall

ADDRESS  1808 Low Ground Road, Guyton, GA 31312

PHONE (912) 547-0665  EMAIL niederahn@themcgraleyco.com

LOCATION OF POND  South East corner of property  SIZE OF POND 0.95 acres

ZONING  AR-1  MAP#  PARCEL# 03940030  PARCEL ACREAGE 43.2 acres

NAME OF CONTRACTOR OR CONTACT PERSON  The McGraley Co. - Logan Hurst

ADDRESS  955 Indigo Road, Springfield, GA 31329

PHONE 912-754-4138  EMAIL loganhurst@themcgraleyco.com

OWNER’S SIGNATURE  Richard Hall

******************************************************************************

YOUR APPLICATION MUST BE ACCOMPANIED WITH THE FOLLOWING ITEMS:

* PLAT OF THE PROPERTY SHOWING THE GENERAL LOCATION OF THE POND.

* $200.00 Application Fee
WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

THIS INDENTURE, Made the 12th day of April, 2022, between EMMA LEE Z. DASHER of the FIRST PART, and RICHARD M. HALL, JR. of the SECOND PART.

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

ALL that certain tract or parcel of land situate, lying and being in the 10th Q.M. District of Effingham County, Georgia, containing Forty-Three and Eighteen Hundredths (43.18) acres, more or less, being known and designated Parcel Six (6) as shown on the plat thereof heretofore referred to. Said parcel of land being bounded on the Northeast by Horaspen Road; on the Southwest by lands of Blue Jay Developers, LLC; on the Southwest by lands of Malach Pack, and on the Northwest by Parcel 5.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelia, R.L.S. #1383, dated December 20, 2021 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94-DD1, for better determining the metes and bounds of said lands herein conveyed.

This being the portion of said lands of the Minnie Lee H. Zipperer Estate devised to Emma Lee Z. Dasher pursuant to Paragraph of the Last Will and Testament of Minnie Lee H. Zipperer, deceased.

This being the same property conveyed by Executor's Deed of Assent from Martell Z. Hall and Emma Lee Z. Dasher as the duly qualified Executors of the Last Will and Testament of Minnie Lee Zipperer, deceased, to Emma Lee Z. Dasher dated December 21, 2011 and recorded in said Clerk's Office in Deed Book 2061, Page 51.

SUBJECT to restrictive covenants and easements of record.

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

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

Signed, sealed and delivered
in the presence of:

Emma L. Dasher
Emma L. Dasher

UNOFFICIAL WITNESS

Emm L. Pollett
Emm L. Pollett

Official Witness - Notary Public

https://search.gsoccca.org/imaging/HTML5Viewer.aspx?id=81145163&key1=2778&key2=240&county=51&countyn=EFFINGHAM&userid=3445&... 1/1
Subject: Rezoning (Fourth District)
Author: Katie Dunnigan, Zoning Manager
Department: Development Services
Meeting Date: October 17, 2022
Item Description: The McGraley Co. as Agent for Richard Hall requests to rezone 27.17 of 64.8 acres from AR-1 to I-1, to allow for a surface mine. Located on Horse Pen Road Map# 394 Parcels# 29 & 30

Summary Recommendation
Staff has reviewed the application, and recommends denial of the request to rezone 27.17 of 64.8 acres from AR-1 to I-1, to allow for a surface mine.

Executive Summary/Background
- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Article V-Uses Permitted in Districts. Pursuant to Sec. 3.17.3.3, excavation activity that requires a state mining permit must be located within the I-1 zoning district.
- Surface Mines are regulated by O.C.G.A. 12-4-70 Georgia Surface Mining Act of 1968, as amended, and Georgia Rule 391-3-3. Pursuant to O.C.G.A 12-4-75 of the Georgia Surface Mining Act, a mining land use plan (MLUP) shall be consistent with the land use in the area of the mine. Mine operators must obtain a letter from the local government stating the mine location is in zoning compliance.
- The proposed site is surrounded by agricultural and residential uses, which are supported by the future land use map. According to EPD, there are 31 permitted mines in the county.
- The proposed site has extensive wetlands coverage. Pursuant to sec. 3.17(4)(7), all wetlands impacts must be permitted by the USACE.
- The proposed surface mine site has frontage on Horse Pen Road, which is not a designated truck route.
- The applicant has submitted an application for Map/Parcel 394-30 for a pond less than one acre in size. The submitted site plan shows the proposed pond inside the area to be mined.

Alternatives
1. Approve the request to rezone 27.17 of 64.8 acres from AR-1 to I-1 for a surface mine, with the following conditions:
   1. This rezoning allows a surface mine only. No other I-1 uses are allowed.
   2. A wetlands delineation and the state mining permit shall be submitted to Development Services.
   3. Applicant shall meet with the county engineer to set the scope of the Traffic Impact Assessment.
   4. Applicant shall obtain a Timber Permit prior to removal of any trees outside the buffer area.
   5. The surface mine site shall meet the requirements of Section 3.17- Excavation, mining, ponds, and fills of land and/or state federal jurisdictional waters or wetlands, Section 3.17.5 Surface Mine Operations – Road Maintenance Requirements, and Sec. 74-8 Designated Truck Routes.
   6. The applicant shall notify Development Services at the time of final reclamation of the surface mine and close-out of this mining operation. Upon the determination of the Department of Natural Resources that the affected lands have been reclaimed in an acceptable manner, the applicant shall rezone the property to AR-1.
2. Deny the request to rezone 27.17 of 64.8 acres from AR-1 to I-1.

Recommended Alternative: 2
Other Alternatives: 1
Department Review: Development Services
FUNDING: N/A
EFFINGHAM COUNTY REZONING CHECKLIST

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

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

CHECK LIST:

The Effingham County Planning Commission recommends:

| APPROVAL | DISAPPROVAL |

Of the rezoning request by applicant The McGraley Co. as Agent for Richard Hall – (Map # 394 Parcels # 29 & 30) from AR-1 to I-1 zoning.

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

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

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

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

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

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

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

Yes No? 8. Do other conditions affect the property so as to support a decision against the proposal?
ATTACHMENT A – REZONING AMENDMENT APPLICATION

Application Date: 9-12-22

Applicant/Agent: The McGraly Co. - Logan Hurst

Applicant Email Address: 955 Indigo Road, Springfield, GA 31329

Phone #: 912-754-4138 loganhurst@thecmgraleyco.com

Applicant Mailing Address: 955 Indigo Road, Springfield, GA 31329

City: __________________________ State: __________ Zip Code: __________

Property Owner, if different from above: Richard Hall

Include Signed & Notarized Authorization of Property Owner

Owner's Email Address (if known): 1808 Low Ground Road, Guyton, GA 31312

Phone #: ______________

Owner’s Mailing Address: 1808 Low Ground Road, Guyton, GA 31312

City: __________________________ State: __________ Zip Code: __________

Property Location: Off of Horsepen Road

Proposed Road Access: Horsepen Road - paved county roadway

Present Zoning of Property: AR-1

Proposed Zoning: I-1, cond use - surface mine

Tax Map-Parcel #: 03940030 03940029

Total Acres: 21.60 ac Acres to be Rezoned: 7.40 ac

Lot Characteristics: wooded and field, both properties have the same owner

WATER

X Private Well

___ Public Water System

SEWER

X Private Septic System

___ Public Sewer System

If public, name of supplier: ____________________________________________

Justification for Rezoning Amendment: Surface mine - to build a recreational pond

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

North AR-1 South AR-1 East PD West AR-1

Rev 05052021
1. Describe the current use of the property you wish to rezone.
   Woodland and field

2. Does the property you wish to rezone have a reasonable economic use as it is currently zoned?
   Yes, for agriculture and timber

3. Describe the use that you propose to make of the land after rezoning.
   Construct a surface mine to remove dirt and create a recreational pond. Dirt to be used for Effingham Parkway.

4. Describe the uses of the other property in the vicinity of the property you wish to rezone?
   Woodland, wetland, fields and large lot residential

5. Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property?
   After pond is constructed, land will go back to AR-1 with recreational pond which is similar to many properties in the area.

6. Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
   No burdensome use of streets, utilities, or schools. Access is provided by a paved county road. A temporary increase traffic to the site will occur while digging but will go away when completed.

Applicant Signature: [Signature]
Date: 9-12-22
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
#29 - 7-7-21
#30 - 4-18-22, on file in the office of the Clerk of the Superior Court of
#29 - 2704 
#29 - 814
Effingham County, in Deed Book #30 - 2778 page #30 - 240.

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

Owner’s signature ____________________________

Print Name ___Richard Hall__________________________

Owner’s signature ____________________________

Print Name ____________________________

Owner’s signature ____________________________

Print Name ____________________________

Sworn and subscribed before me this 12 day of September, 2022.

______________________________
Notary Public, State of Georgia

REV 05052021
AUTHORIZATION OF PROPERTY OWNER

I, Richard Hall, 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 Rezoning Amendment Approval. 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: The McGraley Co. - Logan Hurst
Applicant/Agent Address: 955 Indigo Road, Springfield, GA 31329
City: Springfield State: GA Zip Code: 31329
Phone: 912-754-4138 Email: loganhurst@themcgraleyco.com

Owner’s signature: ________________
Print Name: Richard Hall

Personally appeared before me Richard Hall (Owner print)

Who swears before tht 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 12 day of September, 2022

______________________
Notary Public, State of Georgia
RETURN TO: 
REDDICK & EXLEY 
ATTORNEYS AT LAW 
P. O. BOX 356 
SPRINGFIELD, GA 31329 

STATE OF GEORGIA 

WARRANTY DEED 

THS INDENTURE, Made the 12th day of April, 2022, between EMMA LEE Z. DASHER of the FIRST PART, and RICHARD M. HALL, JR. of the SECOND PART. 

WITNESSETH: FIRST PARTIES, for and in consideration of the sum of Ten and $10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to-wit: 

ALL that certain tract or parcel of land situate, lying and being in the 10th G.M. District of Effingham County, Georgia, containing Forty-Three and Eighteen Hundredths (43.18) acres, more or less, being known and designated Parcel Six (6) as shown on the plat thereof hereinafter referred to. Said parcel of land being bounded on the Northeast by Horsepen Road; on the Southwest by lands of Blue Jay Developers, LLC; on the Northwest by lands of Malah Park; and on the Northwest by Parcel S. 

Express reference is hereby made to the plat of said lands made by Adolph N. Michels, R.L.S. #123, dated December 20, 2021 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94-D01, for better determining the metes and bounds of said lands herein conveyed. 

This being the portion of said lands of the Minnie Lee H. Zipperer Estate devised to Emma Lee Z. Dasher pursuant to Paragraph of the Last Will and Testament of Minnie Lee H. Zipperer, deceased. 

This being the same property conveyed by Executors’ Deed of Assent from Martell Z. Hall and Emma Lee Z. Dasher as the duly qualified Executors of the Last Will and Testament of Minnie Lee Zipperer, deceased, to Emma Lee Z. Dasher dated December 21, 2021 and recorded in said Clerk’s Office in Deed Book 2061, Page 51. 

SUBJECT, to restrictive covenants and easements of record. 

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements, and appurtenances therunto belonging or in any wise pertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY OF TITLE to said property against the claims of all persons whatsoever. 

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

Signed, sealed and delivered in the presence of: 

Emma L. Z. Dasher 

UNOFFICIAL WITNESS 

PUBLIC NOTARY GEORGIA 
November 10, 2025 

https://search.gacourts.org/Imaging/HTML5Viewer.aspx?id=81145163&key1=2778&key2=240&county=51&courtname=EFFINGHAM&userid=34458&... 1/1
THIS INDENTURE, Made the 2nd day of July, 2021, between HOLLY ANN ZIPPERER of the FIRST PART, and RICHARD MC HALL, JR. of the SECOND PARTY,

WITNESSETH: FIRST PARTY, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto SECOND PARTY, his heirs and assigns, the following described property, to wit:

ALL that certain tract or parcel of land situate, lying and being in the 10th O.M. District of Effingham County, Georgia, containing Twenty-One and Fifty-Nine Hundredths (21.59) acres, more or less, being known and designated as Parcel Five (5) as shown on the plat thereof hereunto referred to. Said parcel of land being bounded on the Northeast by Horse Pen Road; on the Southeast by Parcel 6; on the Southwest by lands of Malah Fick; and on the Northwest by Parcel 4.

Express reference is hereby made to the plat of said lands made by Adolph N. Michelis, R.L.S. #1323, dated December 20, 2011 and record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet "D", Slide 94D1, for better determining the metes and bounds of said lands herein conveyed.

This being the same property conveyed by Executor's Deed of Assent from Martell Z. Hall and Emmie Lee Z. Dosher, the duly qualified Executors of the Last Will and Testament of Minnie Lee H. Zipperer, deceased, to Holly Ann Zipperer, dated December 21, 2011 and recorded in said Clerk's Office in Deed Book 2861, Page 55.

SUBJECT to restrictive covenants and encumbrances of record.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, heredi tires, improvements, easements, and appurtenances hereto belonging or in any way appertaining unto SECOND PARTY, his heirs and assigns, FOREVER IN FEE SIMPLE with full WARRANTY of TITLE to said property against the claims of all persons whatsoever.

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

Signed, sealed and delivered

In the presence of:

Miguel Pirean
Unofficial Witness

Yogesh Patel
Official Witness - Notary Public

HOLLY ANN ZIPPERER

https://search.gsocca.org/imaging/HTVLSViewer.aspx?id=7899531&key1=2704&key2=814&county=51&countyname=EFFINGHAM&userid=34483&... 1/1
October 12, 2022

Effingham County Zoning Board
Springfield, GA 31326

Re: Attachment A- Rezoning Amendment Application
The McGraley Co. – Logan Hurst
955 Indigo Road
Springfield, GA 31329

Property Location: Off Horsepen Road
PIN: 394-30 and 394-29
Total Acres: 43.20 and 21.60 Acres to be Rezoned: 19.77 and 7.40

To Whom It May Concern:

The Effingham County Health Department, Division of Environmental Health, has reviewed the request to rezone the above referenced tract of land from AR-1 to I-1, Conditional Use – Surface Mine. The proposed rezoning request is preliminarily approved based on the following supporting documents and does not meet the requirements for a proposed subdivision as defined by Rules of the Department of Public Health, Chapter 511-3-1.

- Completed Effingham County Rezoning Request Packet.

The following items must be submitted.

1. Completed Subdivision Application.
2. Completed Plat Review Application.
3. Level III soils overlay signed and stamped by the soil classifier on the Final Plat with Soil Suitability Description.
4. The following signature block should be used on all plats that require Health Department approval.

   Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior
to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

This letter does not constitute a final approval, any matters overlooked or matters which arise after the date of this letter may result in additional conditions being applied or the proposed division of land being denied. The review is valid for one year from the date of this letter. If the survey plan has not been approved within this time, application must be made for an extension of the Preliminary Approval.

If you have any additional questions, please contact the Effingham County Health Department, Environmental Health Division, at (912) 754-6850.

Sincerely,

Tiffany Jackson

Tiffany Jackson, MPH, REHS
Environmental Health Specialist IV
Environmental Health Division
Effingham County Health Department