

ORIGINAL
COVENANTS

1962

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DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS,
RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES

→ Applicable to property known and to be known as Belle Point Country Estates, as shown on a plat of Belle Point Country Estates, made by Atwood Freeman, Registered Surveyor #533, dated January 29, 1962, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book _____, at page _____, and being all of the property conveyed to Mary H. T. Butler by deeds recorded in said Clerk's office in Deed Book 9P, at pages as follows: 9P, page 69; 9P, page 72; 9P, page 75; 9P, page 78; 9P, page 81.

WITNESSETH

Mary H. T. Butler, of Glynn County, Georgia, (hereinafter referred to as "Developer"), owner and developer of the property above described, has established and adopted, and does hereby establish and adopt, the following restrictions, conditions, limitations, easements, rights and privileges applicable to said Belle Point Country Estates, to-wit:

1. All numbered tracts in Belle Point Country Estates, being tracts numbered 1 through 26, as shown on the plat, (with the exception of tracts 10 and 11, which are reserved), shall be used for single family residential purposes only. Dwellings shall not exceed two stories in height. Any garage or servants quarters or guest cottage must be attached to the residential building. No single tract can be subdivided.
2. The Developer shall have the right to grant in writing certain professional persons the right to occupy designated areas of their residences as an office, provided such office area does not occupy more than 20 % of the first floor area of the residence.
3. No portion of any residence, shall be located nearer than 15 feet to any side or rear tract line, and no residence shall be placed nearer than 50 feet to King Cotton Row. Where tracts front on a street other than King Cotton Row, residence shall not be placed nearer than 35 feet from such street.
4. All residence buildings on tracts abutting on marsh shall be so designed or oriented on the tract as to present an attractive appearance from the marsh side and from any road side.
5. No residence shall be permitted on any tract described herein which contains less than 2000 feet living area for a one story residence, or covering less than 1200 feet of ground area for a two story residence, exclusive of porches, carports, garages, and patios. All garages or carports shall be built to accommodate not less than two and not more than three cars.
6. No trailer, basement, tent, shack, garage or barn shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No garage apartment shall be erected on any tract in Belle Point Country Estates prior to completion of main residential structure, nor shall any garage apartment be used as a residence by any person other than domestic servants employed by, or near relatives of the occupants of the main residence on the tract.
7. No asphalt, asbestos shingle siding or exposed concrete block larger than standard brick sizes, exclusive of decorative concrete block, will be permitted.
8. A service court or drying yard area hidden from view from any adjacent road and adjoining tract must be included in the architectural or

landscape plans and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages.

9. Off-Street Parking: The owner of each tract comprising a building site, shall provide an off-the-street parking area on his tract for his own vehicles and at least two additional vehicles.

10. No parking of trucks, trailers or boats shall be permitted on any tract or on any road, street or lane except during construction period and thereafter for pickup and delivery; provided, however, that boats and boat trailers may be kept in roofed-over carports or garages.

11. No toilets shall be maintained outside of the building erected upon any tract, and all sewage shall be disposed of in septic tanks and grease traps of approved design and adequate size to be constructed and maintained by the owner of the tract and to be approved by Glynn County Board of Health, unless and until other public or community facilities for handling sewage shall have been developed and made available. All applicable regulations of the Glynn County Board of Health must be complied with by the individual tract owners.

12. No building, fence, wall or other structure shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location on the tract have been approved by the Architectural Committee of Belle Point Country Estates. All plans and specifications for any new building, fence, wall or other structure to be erected, placed or altered on any tract must be drawn by a registered architect.

TREES

13. Cutting of large trees: No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the tracts of said Belle Point Country Estates without the written consent of Developer, except such trees as shall be growing within ten (10) feet of the residence to be erected thereon.

14. No signs of any kind are to be displayed to the public view on any tract, except Developer may use such signs as are deemed fitting during the promotion period; any contractor or supplier furnishing materials during the construction period may display signs in keeping with their usual practices; and the vested owner of said property and/or their real estate agent may display "For Sale" signs of the size and character authorized by the Glynn County Real Estate Board.

15. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. No animals, livestock or poultry of any kind shall be kept, bred, or maintained for any commercial purposes, - customary pets being expressly excepted. No noxious or offensive activity shall be carried on on any tract nor shall any thing be done which may be, or become, a nuisance.

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17. The Developer, her heirs and assigns, reserves a perpetual easement in, on, over and under all roads and lanes, and the rear ten (10) feet of each tract, as shown on said plat, and reserves the full right of entry thereon for the purpose of establishing, constructing and maintaining any utility with the right to erect and maintain poles, conduits and wires for telephone and electric power and other purposes, and to lay, install, and maintain sewage, water, storm drainage and other utilities therein. This reservation shall not be construed as an obligation on the Developer to provide and maintain any activity or service and the same may be exercised by any licensee of the Developer.

18. Developer purposes to build a causeway across the marsh land from the eastern end of Sugar Cane Lane to a point on Belle Point Creek, and on said creek Developer will erect a dock or wharf with facilities for launching

and removing small boats. Developer covenants and agrees that \$500.00 out of the monies received from sale of each lot in Belle Point Country Estates will be allocated and used by her for the purpose of constructing and erecting the above described facilities. The said sums shall be placed in a special account and shall be held and used by Developer, her heirs and assigns, for the above stated purposes only until said causeway and dock shall have been completed. Any monies remaining in said account after such facilities have been completed shall be the property of Developer free of any trust. Developer shall have the option of allocating said sum out of the first monies received or the last monies received from the sale of each lot. Title to said causeway and dock when constructed and the lands over which and on which the same are located shall remain in the Developer, her heirs and assigns, subject, however, to the following covenants, conditions, limitations and restrictions:

a. All present and future owners of tracts in Belle Point Country Estates shall have for themselves, their families, guests, employees and servants, the free and unrestricted right of ingress and egress and access to Belle Point Creek over said causeway and dock for usual recreational purposes, and shall be entitled to use facilities provided for launching and removing boats, so long as their conduct is courteous and polite. It is understood that Developer, her heirs and assigns, may make reasonable and usual charges for any services rendered to those using said facilities, such as the launching and removal of boats from the water, furnishing fuel, and other services in connection with boats, tying up and berthing boats.

b. The basic facilities above provided for shall not be open to the general public, but shall be held for the sole and exclusive use of Developer, her heirs and assigns, and for owners of tracts in Belle Point Country Estates, their families, guests, employees and servants.

c. There shall never at any time be any assessment made against any tract owner for the maintenance and upkeep of the facilities above proposed; however, Developer, her heirs and assigns, shall not be obligated to maintain or repair the above facilities after the original establishment, but may from time to time, and at her discretion, improve and repair the same. Tract owners may at any time, with consent of Developer, and at their own expense, in concert or singly, make any necessary improvements and repairs in order that they may continue to enjoy the privileges here granted.

19. Developer covenants and agrees that all of the East marshlands of Belle Point Country Estates shall be held and used by her for recreational purposes only, subject to and upon the following conditions, reservations and agreements:

a. Developer reserves the right to erect upon said marshlands, causeway, creek frontage, and reserved lots any sort of recreational facilities for use of owners of property in Belle Point Country Estates, their families and guests, and for other selected clientele as determined by Developer or as hereinafter provided; and Developer, her heirs or assigns, may make charges for the use of such facilities.

b. No additional residential tracts will be created between the present marsh front tracts and Belle Point Creek.

c. Developer may at her option provide for the use and operation of any such facilities on the basis of a private club, in which event membership in such club shall be open to all owners of property in Belle Point Country Estates, subject to reasonable rules and regulations duly adopted by the membership.

d. No general assessment or charge shall ever be made against tract owners, as such, for the maintenance and operation of any of the facilities here provided for. Membership in such club or use of any such facilities shall be optional. Any owner of property in Belle Point Country Estates shall be

entitled to use any such facilities on the same basis that any other person or party is offered to use thereof.

e. None of the facilities here provided for shall be operated in such a way as to deny to any tract owner the privileges of the use of the causeway and dock and access to Belle Point Creek heretofore provided under Paragraph 18 hereof.

20. All of these restrictions, conditions, limitations, reservations, easements, rights and privileges shall be construed to be Covenants running with the land of Belle Point Country Estates, and shall bind and inure to the benefit of the undersigned grantor, her heirs, successors and assigns all parties and persons claiming under them for a period of twenty (20) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part. The Developer reserves the right for a period of five years from the date hereof to alter and amend these covenants and restrictions so long as such alterations and amendments are in general keeping with the tenor of these original covenants and restrictions and do not tend to relax the limitations here imposed.

21. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

22. Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages by bona fide owner of any tract in said Belle Point Country Estates.

Witness the hand and seal of Mary H. T. Butler, owner and developer, this 23rd day of October, 1962.

Mary H. T. Butler (JEAL)
Mary H. T. Butler

Signed, sealed, published and declared in the presence of:

Betty A. Jackson
Witness

Mary A. Gordon
Notary Public, *My Comm. Expires 4-3-62*
(NOTARIAL SEAL)
DELYON CO.

Recorded this 30 day of OCT 1962