

16B/644

Belle Point AREA B LOTS 1-11, 22-33, 36-44

July 8 1964

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DECLARATION OF RESTRICTIONS, CONDITIONS,  
LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS,  
PRIVILEGES, ETC. APPLICABLE TO LOTS 1 THROUGH  
11, INCLUSIVE, 22 THROUGH 33, INCLUSIVE, AND  
36 THROUGH 44, INCLUSIVE

Applicable to Section One, Area B, Belle Point Subdivision,  
an approved R-12 District, subject to Glynn County, Georgia, zoning  
ordinances, the plan of which was made by John R. Ringelint, Re-  
gistered Engineer No. 701, dated July 6 1964, and recorded  
in the office of the Clerk of Superior Court of Glynn County, Georgia.

WITNESSETH: Altama Company, a Georgia corporation, the owner  
of the above lots, hereby declares that it has imposed and established  
the following restrictions, conditions, limitations, easements, rights  
and privileges in respect thereto and to the use thereof, and has made  
the following reservations in the lots, areas, and streets shown on said  
plat of Section One, Area B, Belle Point Subdivision located on Belle  
Point, in Glynn County, Georgia, to-wit:

I. GENERAL APPLICABILITY OF DECLARATION:

The restrictions, conditions, limitations, easements, rights,  
privileges, reservations, and zoning ordinances of Glynn County,  
Georgia, shall apply to the various lots, areas and streets shown on  
said plat of said subdivision. Such restrictions, conditions,  
limitations, easements, rights, privileges and reservations shall apply  
just as if they were fully set out in each conveyance from Altama Com-  
pany to any person, firm or corporation conveying any of said lots,  
areas, or streets, and Altama Company agrees and binds itself to make  
all conveyances of land in said subdivision and all contracts of sale  
or contracts for conveyances of land in said subdivision subject to  
said restrictions, conditions, limitations, easements, rights,  
privileges and reservations.

II. RESERVATIONS:

1. Altama Company reserves the right to extend said restrictions,  
conditions, limitations, easements, right, privileges, reservations,  
etc., to any and all adjacent and contiguous property owned or here-  
after acquired by it, and to alter any sold lot shown on said plat or  
any portion of the plat covering unsold property, including the addi-  
tions or elimination of streets, lanes and easements.
2. Altama Company reserves the sole right to amend or add to  
the restrictions, conditions, limitations, etc., to be incorporated  
in the deeds or contracts for deeds for any and all lots in said sub-  
division, provided always that the amendments to such restrictions,  
condition, limitations, etc., shall be in conformity with the general  
purposes of the restrictions, conditions, limitations, etc., herein  
contained.
3. The rights and privileges reserved and set out herein shall  
inure to the benefit of the successors and designated assigns of  
Altama Company.

III. EASEMENTS.

1. UTILITY. Altama Company reserves a perpetual easement in,  
on, over and under all streets, lanes and drainage and utility ease-  
ments shown on said plat, and in, on, over and under a strip of land  
five feet in width (unless otherwise indicated on said plat) along  
the side and rear property lines of each lot and area, with the full  
right of entry by it or its licensees for the purpose of establishing,  
constructing and maintaining any utility, with the right to erect and  
maintain poles, conduits and wires for telephone, electric power and  
other purposes to lay, install and maintain facilities for sewerage,  
water, gas, storm, drainage and other utilities therein. This reserva-  
tion shall not be construed as an obligation of Altama Company to pro-  
vide and maintain any such activity or service.

IV. USE OF LAND:

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All such lots shall be used solely and only for residential purposes and only one single family building for private residence, not to exceed two stories in height, with an attached private garage or carport for not more than three automobiles, and/or servants quarters shall be erected upon any lot, but more than one lot may be used as a site for a single residence. Any residence erected on any building site in any of the above mentioned blocks shall be fully completed within twelve months of the date that ground is broken for construction.

## 2. MINIMUM GROUND AREA FOR RESIDENCE.

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No residence shall be erected on any lot or lots covering a ground area of less than 1500 square feet, excluding garage or carport and utility areas, for a one-story residence or covering a ground area of less than 1210 square feet for a two-story residence. The ground area of attached garages and porches will be considered as one-half of the actual square footage for the purposes of this restriction.

## 3. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES

All minimum set-backs from the front and rear property lines and abutting streets, are as shown and delineated on said plat of said subdivision. No building, including porches, shall be closer than 30 feet to any abutting street. The minimum set-back from inside division lines shall be not less than ten feet to the outermost surface of the exterior walls, columns, or stanchions.

## 4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided however, that a lot may be subdivided when the portions so created are added to the adjoining lots. In no event shall any lot, or building site contain less than 10,000 square feet.

## 5. SEWERAGE DISPOSAL.

(a) Septic tanks of sufficient size shall be permitted on any lot as authorized by the Glynn County Board of Health until and if sewerage disposal is furnished by a proper governmental authority.

(b) No toilets shall be maintained outside of any building erected upon any lot or area. After installation of sewerage pipes all sewerage shall be disposed of in the sewer system operated by a proper governmental authority, or its successors. All applicable regulations of the Glynn County Board of Health must be complied with by the owner.

## 6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained on said lots, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by Altama Company, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with Altama Company. Said company shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in its sole opinion for any reason, including pure aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned, on the outlook from the adjacent, or neighboring property. All fences, walls, barbecue pits, detached garages and guest houses shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect unless otherwise stipulated in writing by Altama Company and shall consist of not less than the following:

Foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plan, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches, or more, breast high, and shall indicate driveway, service court on lot or area, packing and all additional such facilities.

At its sole discretion, Altama Company may waive any requirement for the preparation of plans and specifications by a qualified architect.

7. CUTTING OF LARGE TREES.

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No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots without the written consent of Altama Company, except such trees as shall be growing within twenty (20) feet of the residence to be erected thereon.

8. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site shall provide an off-street parking area on his lot for his own vehicles, and at least two additional vehicles.

9. LOT SURVEY MONUMENTS.

If permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

10. HIDDEN SERVICE COURT.

A service court, or draying yard area, hidden from view from any adjacent street, and from adjoining lot owners, 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.

11. SPECIFIC PROHIBITIONS.

(a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence is prohibited.

(b) No exposed foundation piers, and no three-sided or lean-to buildings will be permitted.

(c) No motel clad siding, asphalt, asbestos, or roll siding will be permitted.

(d) No unusually steep roof or other unusual roof lines will be permitted.

12. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the lots herein included any nuisance of any kind or character.

2. No trash, rubbish, garbage, debris or material shall be deposited on any lot or area, or on the right-of-way of any street except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood.

4. No parking of trucks or trailers shall be permitted on the streets, lots or areas except during construction; and thereafter, except for delivery or pick up or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

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5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats and caged birds shall be kept upon any lot without written consent of Altama Company, nor shall any occupant of a residence on any such lot permit such livestock, fowl, other animal or reptiles to constitute a nuisance to other occupants, or owners of land in said lots. No dogs or cats may be kept on said lots or areas and bred or maintained for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. Altama Company shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter shall be erected upon or displayed, or otherwise exposed to view on any lot or area, or on any improvement on any lot or area in said subdivision without the written consent of Altama Company and it may enter upon any lot or area upon which a sign or matter is erected or displayed and summarily remove and destroy any such unauthorized sign or matter.

7. Altama Company reserves the right to care for vacant and unimproved and unkept lots and to remove and destroy tall grass, undergrowth; weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of Altama Company to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots or areas. This reservation shall not constitute an obligation on the part of Altama Company to perform any of the acts mentioned above.

8. No airing of bedding, or external drying of clothes or wash is permitted except within the service court described in paragraph IV, subparagraph 10 above.

9. No window-type heating and/or airconditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot, except as approved in writing by Altama Company.

**VI. OIL AND MINING OPERATION:**

No oil drillings, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or under any lot or area; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted, or maintained upon any lot or area.

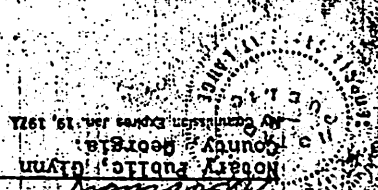
**VII. COVENANTS RUNNING WITH THE LAND:**

The aforesaid restrictions, conditions, limitations, reservations, easements, right, privileges and agreements shall be construed as covenants running with the land and shall apply to and bind all persons and shall be enforceable by Altama Company, its successors and designated assigns, or by any person who at any time shall own any of said lots, but the failure to enforce any one, or more shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

**VIII. TERM:**

These covenants shall run with the land, and shall be binding

Recorded this 21st day of May, 1971  
*M. J. ...*  
Clerk of Superior Court, Glynn County, Ga.



Signed, sealed and delivered in the presence of:

ALTIMA COMPANY  
By *[Signature]* President  
By *[Signature]* Secretary

IN WITNESS WHEREOF, the undersigned, Altima Company, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed under proper authority of its Board of Directors on this June 2, 1969.

If any person or persons owning or exercising possession or control of a lot shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning one or more of said lots, or for Altima Company, its successors and designated assigns, to prosecute any person or persons attempting to violate such person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so, or to recover damages for such violation or both. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

IX. ENFORCEMENT OF COVENANTS:

upon Altima Company and all parties and persons claiming under it for a period of twenty-five (25) years from the date that this declaration shall be filed for record in the public records of Glynn County, Georgia; after which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said Altima Company, its successors or designated assigns, and the then owners of a majority of the said lots, and said instrument shall be filed for record in said public records within ninety (90) days from the expiration of the preceding period.

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