

BP EAST

STATE OF GEORGIA
COUNTY OF GLYNN

433

This amendment to the protective covenants herein made by Belle Points Developers, Inc., a Corporation chartered under the laws of the State of Georgia, and having its principal office in Glynn County, Georgia.

W I T N E S S E T H:

That heretofore on June 1, 1976, Belle Points Developers, Inc. executed a Declaration of Protective Covenants, which were filed for record in the office of the Clerk of Glynn Superior Court in Deed Book 18-2, at Page 777, pertaining to Belle Point East Subdivision, and

WHEREAS, no lots in said subdivision have been sold and Belle Points Developers, Inc. are the sole owners of the entire subdivision and tract and,

WHEREAS, it is the desire of said corporation to amend said Declaration of Protective Covenants by adding a paragraph thereto to be known as paragraph 15-A, as follows:

15-A

Within the said subdivision, there shall be no filling of land, digging of drainage ditches or canals, no removal and/or preservation of trees without the prior approval of the architectural control committee. The procedure for applying for approval shall be in accordance with paragraph 15-B of the aforesaid Declaration of Protective Covenants, and all other terms and conditions of said covenants shall remain in full force and effect.

IN WITNESS WHEREOF, said Belle Points Developers, Inc. has caused this amendment to be executed in its name, by its

President, and its Corporate seal affixed and attested to by
its Secretary, on this 20th day of September, 1976.

BELLE POINTE DEVELOPERS, INC.

BY: Don Roberts, Jr. (SEAL)
President

ATTEST: William D. Henry (SEAL)
Secretary

Signed, sealed and delivered

in the presence of:



[Signature]

Adrian J. Martin
NOTARY PUBLIC, Glynn County,
Georgia

Recorded this 22nd day of September, 1976
[Signature]
Clerk, Superior Court, Glynn County, Georgia

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777

STATE OF GEORGIA
COUNTY OF GLYNN

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this June / . 1976, by BELLE POINTE DEVELOPERS, INC., a corporation chartered under the laws of the State of Georgia and having its principal office in Glynn County, Georgia.

W I T N E S S E T H:

THAT, WHEREAS, said corporation is the owner of the subdivision known as Belle Pointe East and being a subdivision of all of those certain lots, tracts or parcels of land situate, lying and being in Glynn County, Georgia, as per plat of record in the Office of the Clerk of the Superior Court of Glynn County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of Belle Pointe Developers, Inc., and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Belle Pointe Developers, Inc. and each and every subsequent owner of any of the lots in said subdivision, said Belle Pointe Developers, Inc. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land

See amendment see Book 19-E, folio 433.

and shall be binding on all persons claiming under and through Belle Pointe Developers, Inc., until June 1, 1996, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. Land Use and Building Type.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage or carport for not more than three cars.

2. Architectural Control.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to typography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in 15 below.

3. Dwelling, Quality and Size.

The ground floor area of the main structure, including the garage or carport but excluding open porches, shall not be less than 2,100 square feet for a one story dwelling, or less than 1,000 square feet for dwelling of more than one story.

4. Building Location.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines specified in the Glynn County Zoning

Ordinance now existing. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 20 feet to any side street line. No building, garage or accessory building shall be located nearer than 7 1/2 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of the building provided, however, that these shall not be construed to permit any portion of a building, or the lot to encroach upon another lot.

5. Lot Area and Width.

No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building set back line or shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

6. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated on the recorded plat.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence temporarily or permanently.

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9. Signs.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Oil and Mining Operations.

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

11. Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

12. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Sewerage Disposal.

No individual sewerage disposal system shall be permitted on any lot unless that system is designed, located and constructed of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

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14. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the three property lines and the line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line and limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Committee:

(a) Membership.

The Architectural Control Committee is composed of C. B. Langford, Jr., 518 Old Mission Road, Brunswick, Georgia; William H. Stewart, 3222 Lakeside Drive, Brunswick, Georgia; Don R. Roberts, Jr., 53 Sunset Boulevard, Brunswick, Georgia; Michael S. Way, 113 Kaufman Street, Brunswick, Georgia; and Norman E. Reu, 6 Hermitage Way, St. Simons Island, Georgia. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At

any time, the then record owners of a majority of the lots shall have the power to execute a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) Procedure.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement.

Enforcement 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.

18. Severability.

Invalidation of any 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.

IN WITNESS WHEREOF, said Belle Points Developers, Inc. has caused this instrument to be executed in its name by its President, and its corporate seal affixed and attested to by its Secretary, on the day and year first above written.

BELLE POINTE DEVELOPERS, INC.

BY: C. B. Langford, Jr.
Vice-President

ATTEST: William H. Stewart
Secretary

Seal

Signed, sealed and delivered

in the presence of:

Merrill R. Powell
Dorothy D. Blanton
NOTARY PUBLIC, Glynn County, Georgia
My Commission expires June 15, 1979.



Recorded this 1st day of June 1976
Marvin J. [Signature]
Clerk of Superior Court, Glynn County, Ga.