

10-7/607

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OUTLINE OF PROTECTIVE COVENANTS
OF BELLE POINT SUBDIVISION, SECTION 5, AREA "A"

STATE OF GEORGIA

COUNTY OF GLYNN

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this January 5, 1976, by PLANTATION DEVELOPMENT, INC. OF BRUNSWICK, 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 Point Subdivision, Section Five, Area A, and being a subdivision of all of those certain lots, tracts, or parcels of land situate, lying and being in Glynn County, Georgia, and being described and identified upon a plat of Belle Point Subdivision, Section 5, Area A, described and identified upon a plat by James L. Conine, and Lee I. Kicklighter, Jr. filed in the office of the Clerk of Superior Court of Glynn County, Georgia, in Plat Drawer 13, Map #483, as ALL OF LOTS NUMBERED 1 through 23, BLOCK A; LOTS NUMBERED 1 through 6, BLOCK B; LOTS NUMBERED 1 through 9, BLOCK C; LOTS NUMBERED 1 through 3, BLOCK D; LOTS NUMBERED 1 through 13, BLOCK E. Reference is hereby made to said plat and the record thereof for all purposes of description and identification of the property herein described; AND

WHEREAS, it is to the interest, benefit and advantage of Plantation Development, Inc. of Brunswick 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 Plantation Development, Inc. of Brunswick and each and every subsequent owner of any of the

lots in said subdivision, said Plantation Development, Inc. of Brunswick does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Plantation Development, Inc. of Brunswick until January 5, 2001 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 two and one-half stories in height and a private garage for not more than two 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in 15 below.

3. DWELLING, COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling

size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1200 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that a 2 foot yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback 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 a building, provided; however, that this shall not be construed to permit any portion of a building, on a 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 80 feet at the minimum building setback line nor 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 and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

7. **NUISANCES.** No noxious or offensive activity shall

be carried on upon any lot, nor 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 outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except the professional size 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 designed 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. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

14. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a 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 limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree 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 Stephen R. Bean, 6122 Altama Avenue, Brunswick, Georgia; Richard Bean, St. Simons Island, Georgia; and O. T. Nichols, 1803 Norwich Street, Brunswick, 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 its designated representative shall be entitled to any compensation for services performed pursuant

to this covenant.

- 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 representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or 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 claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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 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.

19. **AMENDMENT.** The right is reserved by the undersigned, its successors and assigns, to amend, alter, or add to the conditions, restrictions and limitations provided, however, that the restrictions, conditions, and limitations shall be in conformity with the general purposes of the restrictions herein

contained.

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IN WITNESS WHEREOF, said Plantation Development, Inc. of Brunswick has caused these to be executed in its name by its officers, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

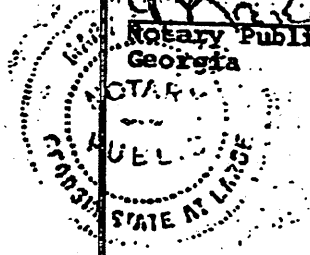
PLANTATION DEVELOPMENT, INC.
OF BRUNSWICK

By: *Arthur K. Allen* (L.S.)
President

Attest: *D. J. Mahan* (L.S.)
Asst. Secretary

Signed, sealed and delivered
in the presence of:

James G. ...
Marie J. ...
Notary Public, Glynn County,
Georgia



Recorded this 8th day of January, 1976
Marie J. ...
Clerk, Superior Court, Glynn County, Georgia