

Declaration of Protective Covenants Hunters Pointe Subdivision

This Declaration of Protective Covenants made and published this 30th day of October, 1991, by Donald P. Nesmith and Lamar O. Reddick, residents of Bulloch County Georgia.

WITNESSETH:

THAT, WHEREAS, Donald P. Nesmith and Lamar O. Reddick are the owners of a tract of land known as Hunters Pointe Subdivision, as shown by a plat recorded in plat book _____, page _____; Bulloch County Records, and

WHEREAS, it is to the interest, benefit and advantage of Donald P. Nesmith and Lamar O. Reddick 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; and

WHEREAS, it is the interest, benefit and advantage of Donald P. Nesmith and Lamar O. Reddick 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; and

WHEREAS, Donald P. Nesmith and Lamar O. Reddick deem it desirable to have a committee to administer said conditions and restrictions, and do hereby name Donald P. Nesmith and Lamar O. Reddick as the permanent committee to serve during the life of this contract and to be hereinafter referred to as the committee, with the understanding and agreement that the committee may be increased from two to five by mutual consent of the above named original members of the committee. New members of the committee shall be elected by a majority of the committee for a term of five years. A majority vote of the committee shall determine a decision in all questions referred to the committee. The committee shall be known as the "Architectural Control Committee".

NOW, THEREFORE, in consideration of the premises, Donald P. Nesmith and Lamar O. Reddick, for themselves, their successors and assigns and their future grantees do hereby name, place and impose the following conditions, restrictions, covenants, reservations, easements, liens and charges as detailed hereinafter, on real property located in the County of Bulloch, State of Georgia, and being more particularly described as follows:

All those certain tracts or parcels of land situate, lying and being in the 1209th GMD, Bulloch County, Georgia and being more particularly described as Lots 3-20 and 29-51 on a plat of survey prepared by Lamar O. Reddick and Associates, dated October 21, 1991, entitled "Hunters Pointe", and recorded in Plat Book _____ Page _____, Bulloch County Records.

No property other than that described above shall be deemed subject to this

Declaration of Protective Covenants, unless and until specifically made subject thereto. The Declarant may, from time to time, subject additional real property to the restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

1. Land Use and Building Type:

- (a) None of said lots may be improved, used or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.
- (b) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any lot, block or building site.
- (c) All building sites in the tract shall be known and described as residential building sites.
- (d) No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, guest houses, servants' quarters, and other outbuildings clearly incidental to residential use of the premises.
- (e) All fences must be approved by the Committee.
- (f) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property provided that they are not kept, bred, or maintained for any commercial use or purposes. No more than two (2) dogs per household. All dogs must be kept in a confined area.
- (g) No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any residents. No trash, paper, garbage, or refuse of any kind shall be dumped on other lots or adjoining lands. The discharge of firearms is prohibited.
- (h) No clothes line except spindle type shall be permitted and then only to the portion of the lot to the rear of the house.
- (i) No greenhouses will be permitted upon the premises without the consent of the Committee. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing location of the structure have been approved by the 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 unless similarly approved. Actual samples of exterior materials such as brick, stone, siding, roof shingles, etc. as well as exterior color schemes must be submitted for approval. The approval must be in writing from the Committee. In the event the Committee fails to

approve or disapprove said design or location within thirty (30) days, the Committee after fifteen (15) days notice of its failure to act, making a total of forty five (45) days from date of initial request, then such approval shall not be required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant. If the finished building does not comply with the plans and specifications as submitted, the committee retains the right to make the changes necessary for compliance. These changes will be at the builder's expense. All house sites and driveways must be staked out and such siting approved before tree cutting or grading is begun.

2. Dwelling Quality and Size

The minimum floor area of any main dwelling structure, exclusive of open porches, terraces, patios, carports and garages constructed on Lots 3-20 and 29-51, shall be as follows:

Single story, brick veneer, masonry or frame - 1900 square feet of heated area;

Story and one-half - 1600 square feet on ground floor, with minimum total square footage of 2000 square feet of heated area;

Two-story, brick veneer, masonry, or frame - 2,000 square feet of heated area; ground floor 1200 square feet minimum;

The minimum floor area herein referred to shall not include basements, attics, garages, or open porches of any type.

No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house sufficient in size to store one standard automobile. Said garage shall be connected by a paved driveway of hot-mix asphalt or concrete connecting the parking space (garage) with a street and permitting ingress and egress of an automobile. Driveway and walkways must be completed prior to occupancy of the dwelling. The approval must be in writing from the Committee. In the event the Committee fails to approve or disapprove said design or location within thirty (30) days, the Committee after fifteen (15) days notice of its failure to act, making a total of forty five (45) days from date of initial request, then such approval shall not be required provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant. No plumbing vent or heating vent shall be placed on the front side of the roof, nor shall any concrete block be left exposed after completion of construction.

4. Building Location (note: #3 omitted in original copy of covenants; inaccurate numbering preserved here and elsewhere for ease of reference)

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building or structure of any kind shall be located nearer than ten feet to an interior lot

line, except, that a two foot side yard shall be required for a garage or other permitted accessory building located sixty feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than thirty feet to the rear lot line; swimming pools, the highest projection of which shall not exceed three feet, and outdoor fireplaces not to exceed six feet in height, may be erected and maintained within the rear set-back but not nearer than twenty feet from the rear lot line of any lot. Detached garages not more than one story in height may be erected and maintained within the rear set-back but not nearer than ten feet from the rear line of any lot. No such improvements, however, may be placed in or upon land reserved for easements. For the purpose of this covenant, eaves and steps 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 in a lot to encroach upon another lot. Exceptions to the requirements of this paragraph may be made by the Committee in such instances as the Committee shall deem warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the Committee shall have the right to permit reasonable modifications of the set-back requirements if, in the discretion of the Committee, strict enforcement of these set-back provisions work a hardship.

5. Subdivision of Lots

No lot shall be subdivided for sale or otherwise so as to reduce the total lot area shown on the recorded maps or plats, except by and with the consent of the Committee. No street shall be extended into or connected with adjoining properties except by written consent of the Committee, it being the will and intent of the Committee that certain streets as designated on the plat shall remain dead end drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the Committee.

6. Easements

- (a) No title to 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 or purchase.
- (b) Donald P. Nesmith and Lamar O. Reddick reserve an easement in and right at any time in the future to grant a fifteen foot right of way over, under and along the rear line of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, telephone service, or other utilities including water and sewerage service. Donald P. Nesmith and Lamar O. Reddick also reserves an easement in and right at any time in the future to grant a ten foot right of way over, under and along the front line of each lot for the same uses and purposes.
- (c) Declarants may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

- (d) No dwelling house, garage, outbuilding, or other structures 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 utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarants, their heirs and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations 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.
- (e) Drainage flow shall not be obstructed nor be diverted from drainage of utility easements as designated above or on the recorded plat. The Declarants reserve a ten foot strip along the rear and side^e of all lots for drainage purposes, said easement being within the fifteen foot easement referred to in subparagraph (b) above. Any plantings in the drainage easement area, if upset, shall be restored to its original state.
- (f) Any other easements shown on the plat are also reserved.

7. Nuisances/Annoyances/Prohibited Activities

- (a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any resident thereof.
- (b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- (c) No oil drilling, development, or refining operations, mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.
- (d) No fuel pump may be maintained on the premises.
- (e) No above ground tanks of any type shall be maintained on the premises.
- (f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no car repairs of, a major nature may be carried on upon the premises. No lot or yard may be used as a parking area for heavy equipment such as excavating, grading or tractor equipment or heavy trucks such as school buses, transport trucks, and dump trucks. Pickup trucks are acceptable.
- (g) All outside radio, television antennas and satellite dishes may not be placed upon

the premises unless it is approved in advance by the Committee. The Committee may require any dish, if approved, to be located and screened by appropriate plantings or otherwise so as to be unobtrusive.

- (h) No window air conditioning units may face any access way without prior approval of the Committee.
- (i) All playground equipment shall be placed on the rear of the property. No skate board ramps or similar structures shall be built without the prior approval of the Committee.
- (j) All boats, boat trailers, travel trailers and campers shall be kept in the garage or carport.
- (k) No structures of any kind will be built, or fixtures or objects placed on any lot without prior approval of the Committee as to location, design, external appearance, and harmony with existing standards of the neighborhood.
- (l) Mail Boxes and newspaper boxes must be of uniform design. All boxes must be approved by Committee before installation.

8. Signs

No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Committee, provided however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, or tract as sold and conveyed, which advertising board shall not be more than two (2) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or tract upon which it is erected.

9. 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 equipment for the storage of such material shall be kept in a clean and sanitary condition and at a location which is unobtrusive. No trash or garbage shall be burned on any lot.

10. Sewage Disposal

- (a) Individual sewage disposal shall be permitted; however, said systems shall be 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.
- (b) Provided, however, that at such time, during the term of these covenants, as a sewage collection system shall be provided for the entire subdivision, any lot which then has an individual sewage disposal system shall be connected to the subdivision's sewage collection system. The cost of making such connection

shall be borne by the owners of any such lots at the time of connection including any tap-in fee.

11. Liens

- (a) The cost of making the connection to the sewage collection system for the entire subdivision provided for in Paragraph 10 of these restrictive covenants, and the monthly charge for street light, service provided for in Paragraph 11 of these restrictive covenants, shall be liens or encumbrances on the land and acceptance of each of the several deeds to lots in this subdivision, not including thereby a mortgagee or lender under a properly recorded mortgage or deed to secure debt, shall be construed to be a covenant to pay said cost and charge. The person or parties responsible for providing said sewage system to the subdivision and electric light service shall have the right to take and prosecute all actions or suits, legal or otherwise, which may be necessary to collect the charges required to be made by the lot owners under the provisions of Paragraph 10 of these restrictive covenants.
- (b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed herein.

13. Private Water Supply System (#12 omitted in original)

No individual water supply system, including but not limited to individual wells or water furnished from any off-premises water supply system, shall be permitted on any single lot as long as a potable supply of water is made available from the community water system for Hunters Pointe at reasonable rates. The rates charged by the City of Statesboro, Georgia to non-city residents are prima facie reasonable, but higher charges are not prohibited hereby. Charges shall not be excessive when comparable to other private water systems in Bulloch County, Georgia. The water system shall be subject to a Trust Deed required by state regulatory and federal lending agencies. The Trust Deed shall be in such form, and may be amended as necessary to ensure compliance with state law and availability of federally related financing, such as VA, FHA, and conventional loans, and all lot owners agree to such conveyance and/or amendments. A water tap fee of \$450.00 must be paid when closing lot. There shall be no water used from surrounding ponds or lakes.

14. Sight Distance at Intersection

No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five 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 to any lot within ten 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. Common Area

Each Owner by accepting a deed subject to this Declaration, agrees that all of the restrictions imposed upon the property are reasonable, beneficial, and necessary for the protection and development of Hunters Pointe Subdivision, and for the preservation of future property values and the creation of harmonious and desirable residential community, and agrees to abide by and observe all such restrictions. Portions of Exhibit A. which are not conveyed as individual lots to Owners shall be conveyed in fee simple subject to this Declaration, to the Hunters Pointe Homeowner's Association, Inc., which has been created by the Declarants. The Association will hold, maintain and administer these common areas and any facilities located thereon in accordance with this Declaration and for the general benefit of the subdivision lot Owners. The commons areas shall be owned and controlled by the Association and the Association may place such improvements, recreational or otherwise, as it may deem appropriate on such areas.

The common areas shall be maintained for the purposes stated in this Article and for any other purposes described elsewhere in this Declaration, or for such purposes as are generally conducive to the creation of a desirable residential community and generally beneficial to the development.

16. Property Rights and Easements

Section 1: Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the general common areas owned by the Association, which easement of enjoyment shall be appurtenant to and shall pass with the title to every lot, and every member shall have a right of enjoyment in the general area, which shall generally include the right of passage, access, ingress and egress, parking, recreation, and the use of any facilities located on the common areas.

Section 2: Limitation of Easement of Enjoyment.

The easement of enjoyment created hereby is subject to the following:

- (a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the common area and any recreational or other facilities located hereon
- (b) The right of the Association to suspend the voting rights and right to use any recreational facilities or other facilities on the common areas any period during which any assessment against his lot remains unpaid; and
- (c) The right of the Association to suspend the right of any member or lot owner to

use the recreational facilities or other improvements on the common areas for a period not to exceed sixty (60) days for any infraction of this Declaration or reasonable rules and regulations concerning the use of the common areas adopted by the Association.

Section 3: Guests and Tenants.

A member's rights of enjoyment to the common area and facilities may be extended and delegated to members of the unit owner's immediate family, and to his guests or tenants, subject to such rules and regulations governing the use of the common areas, including the right to limit the number of guests or tenants to who such rights may be delegated, as are adopted by the Association from time to time.

17. Hunters Pointe Homeowner's Association, Inc.

Each individual lot shall be a member of the Association and the lot owner of record is, by his acceptance of the deed conveying title to him, automatically the voting member of that lot. In the event of Joint title, any one of the lot owners of record selected by mutual agreement among them shall be the voting member of the Association. In no event, however shall any lot be entitled to cast more than one vote. In the event that additional Property is submitted to this Declaration as provided herein, each Unit so added shall be entitled to one vote in like manner. The ownership of the common areas and the administration of all duties and rights conferred by this Declaration of Covenants upon the Association shall be carried out by the Association, it being a non-profit corporation organized under the laws of the State of Georgia and being named Hunters Pointe Homeowner's Association, Inc. Every person who is a record lot owner of a fee or undivided fee interest in any lot which is subject to this Declaration shall be a member of the Association. The Declarants are also members of the Association for as long as the Declarants are record owners of any lot or owns any Property which may be added to the development pursuant to this Declaration. Regardless of the number of members, however, the number of votes cast per lot shall not exceed one (1). Membership shall be appurtenant to and may not be separated from ownership of a lot. Ownership of a lot is the sole qualification for membership in the Association and each lot owner shall remain a member thereof until such time as his ownership ceases. However, non-voting members, on the payment of appropriate fees, may be accepted from time to time in, the sole discretion of the Association for the purpose of using the facilities of the Association. All present lot owners and all future lot owners, by accepting a deed to a lot, and any tenants, occupants, or guests, by occupying or coming upon the premises, shall be subject to and agree to comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations adopted pursuant thereto. The provisions in this instrument run with the land and bind any person having at any time any interest in any lot, as though such provisions were fully recited in each deed or conveyance. Each owner, successor in title, tenant, occupant or guest specifically agrees to abide by this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations promulgated by the Association. Failure to comply with any of

the same shall be grounds for action to recover sums due, for damages, for injunctive relief as may be due, which action may be maintained by the Association through its corporate officers, or in a proper case, by an aggrieved owner. Except as is otherwise provided herein, the Association shall conduct its affairs pursuant to the applicable laws of the State of Georgia, and majority of lot owners entitled to vote shall constitute a quorum for the transaction of business at any meeting or with respect to any matter which must be approved by the members of the corporation, and a majority of a quorum shall constitute a sufficient number of votes to transact business with respect to or to approve any matter which is to be transacted or approved by such members. Such matters as may be transacted by the Board of Directors according to Georgia law may be conducted and decided by such Board of Directors according to Georgia law may be conducted and decided by such Board of Directors by majority vote. Except to the extent provided otherwise herein, or to the extent duly and lawfully provided for the Articles of Incorporation or the By-Laws of the Association, the Association shall conduct its affairs and activities in accordance with applicable Georgia Corporation law.

18. Declarants' Rights

Section 1.

In addition to all other rights granted to Declarant by this Declaration, the Declarant shall have such general easements, rights, and privileges as may be necessary to carry out the construction of the property submitted to this Declaration, and shall have the right to generally go on, upon across, and over the property, including the grounds of any lot, provided that substantial disruption of the landscape shall be replaced by the Declarant.

Section 2.

Notwithstanding any other provisions of this Declaration and notwithstanding the right of lot Owners to elect Directors of the Association, the Declarants alone shall have the right to control the association by appointment of officers and directors until the earliest of the following events occur:

- (a) Eight (8) years from the date of the first conveyance of a lot;
- (b) The Declarants have conveyed ninety per cent (90%) of the lots of the development to lot owners;
- (c) The Declarants have terminated their right to appoint the officers and directors of the Association in writing.

In the event that a court of competent jurisdiction should invalidate the right of the Declarants to control the Association, the Association, by acceptance of the deed to the common area, agrees that during the periods of time described above the Association shall take no action with respect to the property without the expressed written consent of the Declarants.

19. 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 twenty-five 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. Provided, that paragraph 13 hereof shall not, expire except with the consent of the owner of the community water system.

20. Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

21. Severability

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

22. Limitation of Restrictions

Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of Hunters Pointe other than the land specifically designated on page 2 of these protective covenants as being subject to said protective covenants.

23. Transfer of Grantor's Rights

Donald P. Nesmith and Lamar O. Reddick may assign and transfer their rights as developers hereunder as members of the Architectural Control Committee, and any assignee shall have all of the same rights hereunder as Donald P. Nesmith and Lamar O. Reddick.

[On February 21, 2006, Mr. Reddick and Mr. Nesmith exercised this provision by transferring their rights as grantors to the Board of Directors of the Hunters Pointe Homeowners' Association. The document exercising this provision is on file in the Bulloch County Courthouse.]

IN WITNESS WHEREOF, Donald P. Nesmith and Lamar O. Reddick have caused this instrument to be executed the day and year first above written.