

This instrument prepared by and after
recording is to be returned to:

Due / Ret
MOORE LAW FIRM, LLC
Post Office Drawer 8269
Warner Robins, GA 31095
(478) 328-3200



Doc ID: 008452670003 Type: GLR
Filed: 08/16/2006 at 10:28:51 AM
Fee Amt: \$14.00 Page 1 of 3
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 3959 PG 248-250

STATE OF GEORGIA
COUNTY OF HOUSTON

AMENDMENT TO

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF THE SUBDIVISION KNOWN AS**

GROVE POINTE AT EAGLE SPRINGS

(Adding Phase No. 5)

THIS AMENDMENT TO PROTECTIVE COVENANTS, made and published this the 10th day of August, 2006, by **EAGLE SPRINGS, LLC**, a Georgia limited liability company, hereinafter referred to as the "Declarant," and **HOUSTON-PLAINS DEVELOPMENT, LLC**, a Georgia limited liability company, hereafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer has acquired from Declarant or its successors-in-title certain real property located in Land Lots 86 and 97 of the Fifth Land District of Houston County, Georgia, and has developed and subdivided such property into a single-family residential subdivision comprised of individual lots, tracts or parcels which, together with the streets and other improvements have been designated as *Grove Pointe at Eagle Springs, Phase No. 5* (the "Subdivision"), and which is delineated on that certain map or plat of survey of said Subdivision prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated July 21, 2006, recorded in Map Book 67, Pages 100-101, Clerk's Office Houston Superior Court; and

WHEREAS, the Subdivision is adjacent and/or contiguous to the Properties that currently comprise Grove Pointe at Eagle Springs, a single-family residential subdivision developed by Declarant and upon which Declarant has imposed certain covenants, conditions, restrictions and easements under the terms and provisions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Subdivision known as Grove Pointe, Phase No. 1, dated April 30, 1997, and recorded in Deed Book 1279, Pages 281-312, Clerk's Office, Houston Superior Court (hereinafter referred to as the "Declaration"); and

WHEREAS, the Covenants have been previously amended to include and incorporate certain additional real property to the scheme of the Declaration and make the individual building lots located with such additional real property subject to the terms and provisions of the Declaration, all as authorized under Article I, Section 1.2, of the Declaration; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant, the Developer, and to each and every person who shall hereafter purchase any lot in the Subdivision, that 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, the Declarant and Developer are desirous of amending the aforesaid Declaration in certain particulars and to extend the applicability of said Declaration to include, in addition to the Properties described therein and in one or more prior amendments thereto, the Subdivision developed by Developer for single-family residential purposes known and designated as Grove Pointe at Eagle Springs, Phase No. 5.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant, the Developer and their successors-in-title, and to each and every subsequent owner of any of the lots, tracts or parcels hereinafter described, Declarant and Developer do hereby modify and amend the said Declaration, dated April 30, 1997, of record in Deed Book 1279, Pages 281-312, Clerk's Office, Houston Superior Court, in the following particulars, to-wit:

1. **Additional Property Subject to Covenants.** The following described lots, tracts or parcels of land shall be, and the same hereby are made, subject to the terms, provisions and conditions set forth in said Declaration and said Declaration is hereby modified and amended so as to include the following described lots, tracts or parcels of land, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lot 86 and 97 of the Fifth Land District of Houston County, Georgia, known and designated as Lots 38 through 71 (both inclusive), Block "A," and Lots 3 through 9 (both inclusive), Block "B," of the Subdivision known as Grove Pointe at Eagle Springs, Phase No. 5, according to a plat of survey of said Subdivision prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated July 21, 2006, a copy of which is of record in Map Book 67, Pages 100-101, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

2. **Modification.** Sections 6.4 and 6.20 of said Covenants are modified as to the Subdivision *i.e.*, Grove Pointe at Eagle Springs, Phase No. 5, and shall read as follows:

6.4 **Minimum Dwelling Size.** No dwelling shall be permitted on any lot in the Subdivision, unless prior written approval of the same is received from the Architectural Control Committee as herein otherwise provided and shall have not less than 2,700 square feet of living space for dwellings of not more than one (1) story, and 3,100 square feet for living space for dwellings of more than one (1) story. The ground area of a

dwelling of more than one story shall have not less than 1,800 square feet of living space.

6.20 Landscaping. The builder, contractor, or owner of each residential lot shall certify to the Architectural Control Committee at the completion of the residence erected on each said lot that said builder, contractor, and/or owner have expended not less than \$1,200.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. The Architectural Control Committee may in its sole discretion require such builder, contractor or owner to submit paid receipts evidencing such expenditure.

3. Binding Effect; Effective Date. The Declaration, as amended by this instrument, shall become effective immediately as to the Subdivision (as defined herein) and shall run with the land, and shall be binding on all persons claiming under and through Declarant and/or Developer under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above-described Subdivision and to amend the Declaration as it applies to the Subdivision in accordance with Section 2 hereof, said Declaration shall remain in full force and effect unless and until same is extended or terminated in accordance with the provisions thereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this instrument, or have caused same to be executed by their duly authorized corporate officers, as of the day and year first above written.

EAGLE SPRINGS, LLC

Signed, sealed and delivered in the presence of:

Unofficial Witness

Elizabeth S. Wilson

Notary Public Elizabeth S. Wilson

Notary Public

Houston County, Georgia

My Commission Expires September 5, 2009

Signed, sealed and delivered in the presence of:

Unofficial Witness

Rhonda Howard

Notary Public

MY COMMISSION EXPIRES FEBRUARY 4, 2009 3 -

By:

Charlie N. McGlamry (L.S.)
CHARLIE N. McGLAMRY, Manager

HOUSTON-PLAINS DEVELOPMENT, LLC

By:

Robert F. Thompson, Jr. (L.S.)
ROBERT F. THOMPSON, JR., Manager