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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK **2678** PG **173-176**

paid due File# P-030813
Return to: Ered E. Godwin, Jr.
Kushinka, Calhoun & Godwin
P.O. Box 8219
Warner Robins, GA 31095

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

GROVE POINTE, PHASE I

(ADDING PHASE 3)

THIS AMENDMENT TO PROTECTIVE COVENANTS, made and published this the 6th day of August, 2003, by EAGLE SPRINGS, LLC, a limited liability company organized and existing under the laws of the State of Georgia and B-T LAND CORPORATION; hereinafter referred to collectively as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Land Lots 86 and 97 of the Fifth Land District of Houston County, Georgia which will be subdivided into individual lots, tracts or parcels which, together with the streets and other improvements to be designated as GROVE POINTE, PHASE 3, EAGLE SPRINGS (the "Subdivision") and 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 August 4, 2003, recorded in Map Book 61, Page 66, Clerk's Office, Houston Superior Court; and

WHEREAS, the Subdivision is adjacent and/or contiguous to Grove Pointe, Phase 1, a single-family residential subdivision developed by EAGLE SPRINGS, LLC, which is delineated on that certain map or plat of survey prepared by Waddle & Company, certified by Theodore W. Waddle, Jr., Georgia Registered Land Surveyor No. 2139, dated March 17, 1997, a copy of which is of record in Map Book 50, Pages 182-183, Clerk's Office, Houston Superior Court; and

WHEREAS, it is to the interest, benefit and advantage of the Declarant 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, certain covenants, conditions, restrictions and easements have heretofore been published and declared with respect to Grove Pointe, said covenants, conditions, restrictions and easements being dated April 30, 1997, of record in Deed Book 1279, Pages 281-312, Clerk's Office, Houston Superior Court (hereinafter referred to as the "Covenants"); and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants in certain particulars and to extend the applicability of said Covenants to include, in addition to the property described therein, the Subdivision developed for single-family residential purposes to be known and designated as Grove Pointe, Phase 3.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and its successors in title, and to each and every subsequent owner of any of the lots, tracts or parcels hereinafter described, Declarant does hereby modify and amend the said Covenants, 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 and shall be, and the same hereby are made, subject to the terms, provisions and conditions set forth in said Covenants and said Covenants are 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 Lots 86 and 97 of the Fifth Land District of Houston County, Georgia, known and designated as Parcels AI, AH1, AH2, AG1, AG2, AG3, AF2, and AF1 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 August 4, 2003, a copy of which is of record in Map Book 61, Page 66, 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.** Section 6.4 of the Covenants is modified as to Phase 3 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 2,600 square feet of Living Space for dwellings of not more than one (1) story, and 3,000 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 1,600 square feet of Living Space.

Section 6.20 of the Covenants is modified as to Phase 3 and shall read as follows:


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 \$1,000.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said cost is to 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.** Said Covenants shall become effective immediately and shall run with the land, and shall be binding on all persons claiming under and through Declarant under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above-described Subdivision, said Covenants shall remain in full force and effect unless and until same are 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, a Georgia
Limited Liability Company

[AFFIX CORPORATE SEAL]

By:  (Seal)
Charlie N. McGlamry,
Manager

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

B-T LAND CORPORATION

[AFFIX CORPORATE SEAL]

By: *Charlie N. McGlamry*
Charlie N. McGlamry
President

Signed, sealed and delivered
in the presence of:

Melba C. Conner
Unofficial Witness

Melba Conner
Notary Public

