


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

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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **3309** PG **336-338**

STATE OF GEORGIA
COUNTY OF HOUSTON

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF THE SUBDIVISION KNOWN AS
GROVE POINTE, PHASE 1

(ADDING PHASE NO. 4 - SECTION NO. 3)

THIS AMENDMENT TO PROTECTIVE COVENANTS, made and published this the 19th day of January, 2005, by EAGLE SPRINGS, LLC, a limited liability company organized and existing under the laws of the State of Georgia, hereinafter referred to 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 has been subdivided into individual lots, tracts or parcels which, together with the streets and other improvements have been designated as GROVE POINTE AT EAGLE SPRINGS, PHASE NO. 4 - SECTION NO. 3 (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 December 3, 2004, recorded in Map Book 64, Pages 42-43, Clerk's Office Houston Superior Court;

WHEREAS, the Subdivision is adjacent and/or contiguous to Grove Pointe, Phase 1, and prior additions thereto, a single-family residential subdivision developed by EAGLE SPRINGS, LLC;

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;

WHEREAS, certain Declaration of Covenants, Conditions, Restrictions and Easements have heretofore been published and declared with respect to Grove Pointe, Section 1, dated April 30, 1997, recorded in Deed Book 1279, Pages 281-312, Clerk's Office, Houston Superior Court (as amended, the "Covenants"), which has been previously amended by one or more instruments to impose the Covenants on additional lands; 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 and in prior amendments thereto, the Subdivision developed for single-family residential purposes to be known and designated as Grove Pointe at Eagle Springs, Phase No. 4 - Section No. 3.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and his 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 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 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 & 97 of the Fifth Land District of Houston County, Georgia, known and designated as Lots 8, 9, 10, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36 and 37, Block "A"; Lot 2, Block "C," and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block "K", of the Subdivision of Eagle Springs known as Grove Pointe, Phase No. 4 - Section No. 3, 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 December 13, 2004, a copy of which is of record in Map Book 64, Pages 42-43, 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 Phase No. 4 - Section No. 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.

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

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\$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

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

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public Notary Public, Monroe County, Georgia
My Commission Expires September 14, 2008