

**Long Point  
Property Owner's Association Inc.**

# **Covenants**

# ***Long Point Property Owners Association Inc.***

## **Covenants**

### **Introduction**

Long Point Property Owners Association Inc. is governed by three separate sets of documents which are: (1) Covenants; (2) By Laws; and (3) Rules and Regulations.

**Covenants** cover various items such as lot size, house size, construction material including exterior materials, color and texture. landscaping and general rules & regulations.

**The By Laws** define how the Association and its Board of Directors operate.

**Rules & Regulations** as established by the developer and by the Board of Directors help to fill in areas that are not covered by the Covenants' rules and regulations.

Following is a complete set of all of the covenants that have been filed for Long Point starting from 3/29/85 until present. Long Point was developed over 10 phases with the most recent one being phase 4A at Governors' Court. The next page is a listing of the various dates and filings.

The Board of Directors will publish a synopsis of the Covenants and By Laws .

The Board of Directors  
9/14/05

# *Long Point Property Owners Association Inc.*

## **Covenants**

<b>Filing Date</b>	<b>Declaration/ Supplement</b>	<b>Description</b>	<b>Book/Page Numbers</b>
3/29/85	Restrictive Covenants Declaration	General	126-L/339-360
3/29/85	1 <sup>st</sup> Supplement	SMB 5-S-72-73	126-L/361-369
7/21/87	2 <sup>nd</sup> Supplement	1 <sup>st</sup> addition Lots 61-100 Lots 103-120 SMB 8-S-73-74	135-G/88-90
1/17/92	3 <sup>rd</sup> Supplement	Phase 2 Lots 201-283 SMB 12-S-53	152-M/123-125
5/5/92	4 <sup>th</sup> Supplement	Phase 2	154-B/107-111
2/18/93	5 <sup>th</sup> Supplement	Phase 3 Lots 283-260 SMB 13-S-11	158-Q/569-574
9/30/93	6 <sup>th</sup> Supplement	Phase 4 Lots 261-290 SMB 13-S-54	162-O/1
4/18/94	7 <sup>th</sup> Supplement	Phase 5 Lots 291-327 SMB 13-S-97	166-Q/102
7/18/94	Amendment to Declaration	126L-339	168-J/475

7/25/95	8 <sup>th</sup> Supplement	Phase 7 SMB 15-S-16	173-T/324
1/31/96	9 <sup>th</sup> Supplement	Phase 2 Section 2 Lots 234-237 SMB 15-S-72	176-W/276
3/11/96	10 <sup>th</sup> Supplement	Phase 6 Lots 328-346 SMB 15-S-79	177-P/1
7/30/97	11 <sup>th</sup> Supplement	Phase 8 Lots 402-411 Open spaces SMB 17-S-14	186-Y/389
8/22/97 8/25/97	11 <sup>th</sup> Supplement	Correction	187-L/482
5/21/98	12 Supplement	Phase 9 SMB 17-S-78	193-T/183
5/31/98 6/15/98	12 <sup>th</sup> Supplement	Re-record Lots 412-422	194-D/1
2/6/01	12 <sup>th</sup> Supplement	Long Point Hammock	218-S/528
9/17/04	Supplement	Phase 4A	277-L/679-680

SMB = Sub-division Map Book





126 L/ 339

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

RECEIVED  
FOR RECORD  
APR 7 4 22 PM '85  
DUFFY & STANLEY  
CLERK SUPERIOR

DECLARATION OF COVENANTS AND CONDITIONS  
FOR LONG POINT  
A SUBDIVISION OF A PORTION OF THE COETTE  
TRACT LOCATED ON WHITEMARSH ISLAND, CHAT-  
HAM COUNTY, GEORGIA

THIS DECLARATION, made this 29th day of March - 339  
1985, by LONG POINT PLANATION, LTD., a Georgia Limited Partnership with  
its principal office and place of business at 6605 Abercorn Street,  
Savannah, Chatham County, Georgia (hereinafter referred to as the  
"Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described  
in Exhibit "A" to this Declaration; and,

WHEREAS, for convenience the real property described in  
Exhibit "A" shall sometimes be referred to herein as "Long Point"; and,

WHEREAS, Developer desires to create on Long Point a planned  
community with private roadways, security and other common areas and  
facilities for the benefit of its property owners and occupants, with a  
planned mix of residential uses; and,

WHEREAS, Developer desires to provide for the preservation and  
enhancement of property values in said community and for the maintenance  
of the common areas and all improvements thereon, and to this end desires  
to subject the real property described in Exhibit "A", together with such  
additions as may hereafter be made thereto, as provided in Article II  
hereof, to the covenants, conditions, easements, charges and liens here-  
inafter set forth, each and all of which is and are for the benefit of said  
property and each owner thereof; and,

WHEREAS, for the efficient preservation of property values in  
said community, the Developer has incorporated under the laws of the State  
of Georgia the Long Point Property Owners Association, Inc. as a Georgia

Filed For Record At 4:22 o'clock P. On The  
2 Day Of April 19 85  
Recorded In Record Book 126 L/ Folio 339  
On The 2 Day Of April 19 85

CLERK SUPERIOR  
COUNTY OF CHATHAM  
GA.

non-profit corporation and hereby delegates and assigns to it: (1) the powers of owning, maintaining and administering the Long Point community properties and facilities; (2) administering and enforcing these covenants and conditions all supplements and amendments thereto; (3) establishing, collecting and disbursing the assessments and charges hereinafter created; and (4) performing such other functions assigned to it or authorized by law which tend to promote the health, safety, recreation, and welfare of the residents of Long Point;

NOW, THEREFORE, Developer declares that the real property described in Exhibit "A", and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, developed, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, conditions, easements, charges and liens hereinafter set forth.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions, restrictions and all other provisions herein set forth in this entire document, as the same may from time to time be supplemented and amended as herein provided.

Section 2. "Association" shall mean and refer to the Long Point Property Owners Association, Inc., its successors and assigns.

Section 3. "Developer" or "Declarant" shall mean and refer to Long Point Plantation, Ltd., a Georgia Limited Partnership, and its assigns, together with any successor to all or substantially all of its business of developing the Properties.

Section 4. "The Properties" shall mean and refer to the real property described in Exhibit "A" which has hereby become subject to the Declaration, together with such other portions of the real property described in Exhibit "B" as may from time to time be submitted to the Declaration under the provisions of Article II hereof.

Section 5. "Common Areas" shall mean the General Common Area together with any Limited Common Areas as herein defined.

(a) "General Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements thereon which are dedicated to the common use and enjoyment of the Members, excluding therefrom any area of land together with improvements thereon which comprises "Limited Common Area".

(b) "Limited Common Area" shall mean and refer to any area of land, together with improvements thereon, now or hereafter conveyed, leased or dedicated to the Association, or shown on any recorded subdivision plat of the Properties and improvements thereon which have been so designated by a Supplementary Declaration and which are dedicated to the common use and enjoyment of those Owners and Members who shall be responsible for payment of a Special Assessment for the use of such Limited Common Area.

Section 6. "Living Unit" shall mean any structure or portion thereof situated upon the Properties, designed and intended for use and occupancy as a residence.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas as heretofore defined. The term shall also include a townhouse, patio house or other owned Living Unit where such may exist.

Section 8. "Multi-family Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when each of such Living Units is situated upon its own individual Lot as defined herein.

Section 9. "Assessable Living Unit" shall mean and refer to, (a) each Lot which has been fully developed and upon which is situated a

single Living Unit; (b) each Living Unit which has been subjected to the Georgia Condominium Act; or (c) each Living Unit in a Multi-family Structure at such time as such Living Unit has been initially occupied; provided however, that at such time as seventy-five (75%) per cent of all Living Units projected to be in a Multi-family Structure or Structures which are situated upon a single parcel have been initially occupied, then all of such Living Units shall be construed to be Assessable Living Units.

Section 10. "Assessable Land Unit" shall mean and refer to each Lot which has been conveyed to an owner who is not the Developer and which has been subjected to this Declaration.

Section 11. "Unimproved" shall mean and refer to each Lot until such time as a Living Unit situated upon such Lot is substantially complete in accordance with the meanings of "substantially complete" as defined by the American Institute of Architects or an equivalent authority.

Section 12. "Owner" shall mean and refer to the grantee, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee.

Section 14. "Member" shall mean and refer to members of the Association and shall include all Owners and the Developer.

Section 15. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer and relative to areas which are developed as additions to Long Point Subdivision and which contains provisions for such lots as are required by or consistent with this Declaration.

Section 16. "By-Laws" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of the Association as the same may be from time to time amended.

Section 17. "Articles And Declarations" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association By-Laws, all as initially drawn by the Developer and filed and recorded where appropriate, and all as may be duly amended from time to time.

Section 18. (a) "Quorum of the Members" shall mean the representation by presence or proxy of thirty (30%) per cent of the total outstanding votes held by all Members.

(b) "Quorum of the Owners" shall mean the representation by presence or proxy of seventy-five (75%) per cent of the total outstanding votes held by Class A Members who are entitled to vote on an issue, in addition to the representation of the Class B Member so long as it shall exist as such.

Section 19. (a) "Class A Members" shall be all Owners of Assessable Living Units and Assessable Land Units.

(b) "Class B Member" shall be the Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, developed, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Chatham County, Georgia and is more particularly described in Exhibit "A".

Section 2. Additions to Existing Property. The Developer, its successors and assigns shall have the right to subject to this Declaration any additional property which lies within the land area described in Exhibit "B". Any such addition shall be made by the filing for record by the Developer of one or more Supplementary Declarations of covenants and conditions with respect to the additional property.

Section 3. Mergers. The properties, rights, and obligations of the Association may, by operation of law, be transferred to another sur-

viving or consolidated association or, alternatively, the properties, rights and obligations of another association of similar corporate nature and purposes may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and conditions established by this Declaration within the existing Properties together with the covenants and conditions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Properties except as hereinafter provided. Such merger or consolidation shall have the assent of seventy-five (75%) per cent of a Quorum of the Owners together with the consent of the Class B Member as long as it exists as such.

### ARTICLE III

#### COMMON AREAS

Section 1. Obligation of the Association. The Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by its Board of Directors.

Section 2. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the General Common Areas which 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 Common Areas. Unless otherwise specifically provided, any right and easement of enjoyment in and to any portion of a Limited Common Area located within any parcel of the Properties which is subject to a special assessment shall be limited to those Owners who shall be responsible for the payment of such special assessment.

Section 3. Extent of Easements. The easements of enjoyment

created hereby shall be subject to the following:

345

(a) the right of the Association to establishe reasonable rules and to charge reasonable admission and other fees for the use of the Limited Common Areas;

(b) the right of the Association to suspend the rights of a Member for any period during which any assessment against his Assessable Living Unit or Assessable Land Unit remains unpaid for more than thirty (30) days after billing;

(c) the right of the Association to suspend the rights of a Member or anyone in his household for a period not to exceed sixty (60) days for any infraction of this Declaration or the By-Laws;

(d) the right of the Association to encumber any or all of the Common Areas as may be authorized herein, or in any Supplementary Declaration, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia law, subject to the assent of seventy-five (75%) per cent of a Quorum of the Owners, together with the consent of the Class B Member.

(e) the right of the Association to restrict the use of facilities within a Limited Common Area to Owners who are subject to a special assessment for that area.

(f) the right of the Association to dedicate or transfer all or any part of the Common Areas owned by it to any public agency, authority or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this Declaration, any Supplementary Declaration or by Georgia law, subject to the assent of seventy-five (75%) per cent of a Quorum of the Owners, together with the consent of the Class B Member.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his family and to his guests, subject to such general regulations as may be established from time to time by the Association and included within the By-Laws.



Section 5. Damage or Destruction of Common Area. In the event any Common Area is damaged or destroyed by a Member or any of his guests, tenants, licensees, agents or member of his family, such Member does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good workmanlike-manner in conformance with the original plans and specifications of the Area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment, immediately due and payable, upon the assessable unit of said Member, and said Member shall reimburse the Association therefor.

Section 6. Title to Common Area. Title to the Common Area shall be conveyed by the Developer as follows:

(a) contemporaneously herewith the Developer has set aside and dedicated those portions of the General Common Area to be located within Long Point, which are described in Exhibit "C" hereto. These portions, together with any improvements now or hereafter located thereon, shall be conveyed to the Association, to the extent of the Developer's interest therein, and subject to such reservation of rights as the Developer shall require in connection with future Development. Toward this end Developer reserves unto itself, its successors, and assigns and to their licensees an unrestricted easement for ingress and egress in and over existing streets and roadways within Long Point Subdivision.

(b) additional General Common Areas and Limited Common Areas together with facilities located thereon shall be conveyed by the Developer to the Association at the time, in the manner and subject to the terms provided in Supplementary Declarations relating thereto.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

The Association shall have two classes of voting membership:

(1) Class A Members who shall be entitled to one vote for each Assessable Living Unit and Assessable Land Unit owned; except that the Developer shall not be considered as a Class A Member as long as its Class B membership exists; and (2) the Class B Member who shall represent the majority of all votes taken on any given matter for so long as said Class B Member shall own ten (10) or more acres of undeveloped lands (including Hammocks) within the boundaries of the properties described in EXHIBIT "B" hereto attached. The Class B membership shall cease and be converted to Class A membership at such time as the Class B Member is no longer the owner of ten (10) acres of undeveloped lands as described above within the area prescribed. The recording of a map subdividing undeveloped lands into individual lots or the subjugation of undeveloped lands to the Georgia Condominium Act and the laws pertinent thereto shall comprise the conversion necessary to effect this change of membership.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creations of the Lien and Personal Obligations of Assessments. The Developer hereby covenants, and each Owner of any assessable living unit or assessable land unit or units by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments and charges established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

##### Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment

levied by the Association shall be used exclusively to promote the health and general welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the General Common Area and facilities located thereon.

(b) Basis for Assessment. The annual General Assessment rate shall be the same for all Assessable Living Units, each Assessable Land Unit shall be subject to an amount equal to fifty (50%) per cent of the assessment levied upon each Assessable Living Unit.

(c) Maximum Annual Assessment.

(1) Until January 1, of the year immediately following the commencement of assessments, the Board of Directors may increase the maximum annual general assessment rate each year by a factor of not more than twenty-five (25%) per cent of the maximum for the preceding year, or the rate of increase in the Consumer Price Index for the preceding twelve (12) months as published by the U.S. Labor Department for the Savannah, Georgia area, whichever is greater. The increase shall become effective the first day of each January following adoption by the Board of Directors.

25%  
or  
CPI  
increase

(2) From and after January 1, of the year immediately following the commencement of assessments, the maximum annual general assessment may be increased above the amount that can be set by the Board by an affirmative vote of: (a) two-thirds (2/3) of the Class A Members; plus, (b) the Class B Member, who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. Each year the Board of Directors shall fix the annual general assessment upon the basis provided above and at an amount not in excess of the current maximum. Subject to the foregoing limitations, the annual general assessment shall be set by the Board at an amount sufficient to meet the obligations imposed by the Declaration. The Board shall set the date or dates such assessment shall become due and payable.

(e) In addition to the assessments heretofore specified

a special assessment to cover sewer and water availability charges shall be levied by and payable to the political subdivision of Chatham County, Georgia, its successors or assigns, in the amount so determined by that authority.

Section 3. Limited Assessment. Limited Assessments shall be use for such purposes as are authorized by the Supplementary Declaration for the given area. The assessment shall be levied by the Association against Assessable Living Units and Assessable Land Units in that area, using the basis set forth in the Supplementary Declaration for the given area, and collected and disbursed by the Association. The Board of Directors shall fix the annual Limited Assessment for each Limited Area, and the date or dates such assessment become due and payable.

Section 4. Special Assessment for Capital Improvement in General Common Area. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for an expenditure applicable to that year and payable over not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the General Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a simple majority of the Class A Members and of the Class B Member who are voting in person or by proxy at a meeting duly called for this purpose. The basis for such assessment shall be as provided in Section 2(b) of this Article.

Section 5. Special Limited Assessment for Capital Improvement in Limited Common Areas. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for an expenditure applicable to that year and payable over not more than the next two succeeding years against the assessable units in a Limited Common Area for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon said area, including fixtures and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members subject to the assessment in such area and, which are cast on the question and the Class B Member. The basis for such assessment shall be as provided in Section 2(b) of this Article.

Section 6. Date of Commencement of Annual Assessments. The first annual general assessment on each Assessable Living Unit or Assessable Land Unit shall be prorated to the first day on which it becomes such as defined in Article I.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date may, upon resolution of the Board, bear interest from the due date at a percentage rate no greater than two percentage points above the prime rate existing at Trust Company Bank (Savannah) as of the said due date. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Living Unit or Assessable Land Unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed to Secure Debt. Sale or transfer of any Assessable Living Unit pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Living Unit or Assessable Land Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; and (b) all Common Areas.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Developer.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of the improvements thereof in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In this regard, the Architectural Review Board shall have the responsibility to promulgate standards and guidelines appropriate to the character of each increment, phase or parcel of the property comprising Long Point. Such standards and guidelines shall be generally distributed among the Members.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters any property or any external improvements located thereon, from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner or the Association shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30)

days after plans and specification in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant or any Member dissatisfied with a decision by the Architectural Review Board relative to an application under this Article or under Article VII relating to variances may appeal any Architectural Review Board decision to the Board of Directors of the Association which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors. All applications shall be accompanied by payment of the amount specified by the Review Board.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any property in the vicinity thereof or to its occupants.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner; provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Other Restrictions. Upon conveyance of the first Lot to an Owner, the Architectural Review Board shall adopt general rules to implement the purposes set forth in Article VI, Section 2 and interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, signs, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Upon or before conveyance of the first Lot in any parcel added to the Properties, the Architectural Review Board shall adopt or approve general rules appropriate to that parcel. All general rules and any subsequent amendments thereto shall be placed in the By-Laws.

(d) Exceptions. The Architectural Review Board may issue variances from any covenant or requirement expressed or implied by this article or Article VI or set forth in any restrictive covenants promulgated pursuant to this Declaration or any Supplementary Declaration, provided the Board acts in accordance with adopted and published guidelines and procedures.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in this Declaration and any Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot. Owners of vacant Lots are required to keep them free of underbrush and excessive weed growth. All remedies heretofore provided in this section shall likewise apply to the maintenance of vacant lots.

Section 3. Utility Easements. There is hereby created for the benefit and use of the Developer, its successors and assigns and the utility and service companies providing services to the Properties easements as shown on recorded plats across, over, through, and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it



shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wire, circuits, and conduits on, in and under the roofs and exterior walls of all Units and non-residential buildings, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility services lines or facilities for such utilities may be installed or relocated on any parcel of the Properties except as programmed and approved by the Developer prior to the conveyance of the first Lot in a parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other easements on said Properties which may be created by a separately recorded instrument or subdivision or other plat.

Section 4. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot, the Developer reserves a blanket easement and right on, over and under the ground within the Subdivision to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they

shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty year term or any ten-year extension period the covenants and conditions are expressly terminated by an instrument signed by not less than seventy-five (75%) per cent of the Owners. A termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five (75%) per cent of the Owners; and (b) the Developer as long as it has an interest in developing the Properties as defined in Article I, Section 3, hereof. Any amendment must be recorded.

Section 3. Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provision of this Declaration and of any Supplementary Declarations. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, Section 3, hereof, the Association may not oppose the development activities so long as they remain in substantial conformity with previous Development or to changes thereto proposed by the Developer and approved by the appropriate local, county, state and federal agencies. Nothing in this section shall be construed to limit the right of the members as individuals or in affiliation with other members or groups.

Section 6. Certain Rights of the Developer. For such time as the Developer shall own any of the Properties, its rights and interest shall not be prejudiced by any of the following actions unless

it shall, in writing, join in such actions:

There shall be no amendments to the Founding Document which:

(a) Discriminate or tend to discriminate against Developer's rights as an Owner.

(b) Changes Article I, DEFINITIONS, in a matter which alters Developer's rights or status.

(c) Alters Developer's rights under Article II as regards annexation of additional properties.

(d) Alters the character and rights of membership as set forth in Article IV.

(e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way.

(f) Denies the right to convey common areas to the Association so long as such common areas lie within the land area owned by Developer.

(g) Alters Developer's rights as set forth in Article VI relating to design controls.

(h) Alters the basis for assessments.

(i) Alters the provisions of the protective covenants as set forth in Article VII hereinafter or in any Supplementary Declaration.

(j) Alters the Developer's rights as they appear under this Article.

Section 7. In the event construction has not begun on any assessable land unit within four (4) years from the date of conveyance by the Developer a special assessment in the amount of \$2,000. shall be automatically levied against such unit to cover a partial rebate of Developer's advance to Savannah Electric and Power Company for the installation of electric service to that unit. This assessment shall be immediately due and payable and subject to all means and modes of collection of other assessments provided for in this Declaration.

IN WITNESS WHEREOF, the Developer, LONG POINT PLANTATION, LTD., a limited partnership under the laws of the State of Georgia, has caused

these presents to be duly executed by its General Partners, this 29th.  
day of March, 1985.

357

LONG POINT PLANTATION, LTD.

BY: Troy A. Bouy  
Troy A. Bouy

BY: William J. Hall  
William J. Hall

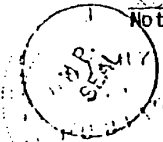
BY: Henry D. Howard  
Henry D. Howard

Sole General Partners

Signed, sealed and delivered  
in the presence of:

Margaret B. Pate  
(Witness)

Helma G. Smith  
Notary Public, Chatham County,  
Georgia



Notary Public, Georgia, Subscribed to  
My Commission Expires June 14, 1987

EXHIBIT "A"

ALL of those Lots and parcels of land located on Whitemarsh Island in Chatham County, Georgia and appearing upon the map or plan of Long Point Subdivision made by Hussey, Gay, and Bell, C.E., and of record in the Clerk's Office for the Superior Court of said County, Georgia, in Sub-division Map Book 5-S, Page 72-73. Reference is made to said Map or Plan for better locating and describing said Properties and for express inclusion in this description.

EXHIBIT "B"

ALL of those tracts or parcels of land owned by Long Point Plantation, Ltd. (heretofore referred to as Developer) which comprise that portion of the Goette Tract located on Whitemarsh Island, Chatham County, Georgia, lying to the West of Johnny Mercer Boulevard and South of U.S. Hwy. No. 80, but excepting therefrom those properties appearing upon the Map or Plan of Long Point Subdivision of record in the Superior Court of said County in Subdivision Map Book 5-S Page 72-73 .

Exhibit "C"

The general common areas hereinafter described are hereby set aside and dedicated for the use and enjoyment of the members of the Association, their families, guests, invitees, licensees and for conveyance to the Association for maintenance, supervision and administration. Said areas are hereby designated as all streets, roads, rights-of-way, medians, lagoons, together with all improvements thereto and thereon, which appear upon the map of Long Point Subdivision of record in the Superior Court of Chatham County, Georgia in Subdivision Map Book 5-S, page 72-73 to which express reference is made for better locating and describing these dedicated areas.

STATE OF GEORGIA }  
COUNTY OF CHATHAM }

RECEIVED  
FURNISHED  
APR 12 PM 05  
CLERK OF SUPERIOR COURT  
CHATHAM COUNTY, GA.

126 L/361

FIRST SUPPLEMENTARY DECLARATION OF COVENANTS AND CONDITIONS  
FOR LONG POINT SUBDIVISION

361

THIS SUPPLEMENTARY DECLARATION, made this 29th. day of March, 1985, by LONG POINT PLANTATION, LTD., a Georgia Limited Partnership, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of real property located in Chatham County, Georgia, known as Long Point Subdivision, a map or plan of which is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 5-S, Page 72-73, to which map reference is made for a more detailed description of said property; and

WHEREAS, said Subdivision is a portion of the overall development known as "Long Point".

NOW, THEREFORE, Developer hereby declares that the said Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article I, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens set forth in the "DECLARATION OF COVENANTS AND CONDITIONS FOR LONG POINT SUBDIVISION" (Declaration), dated March 29th., 1985, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Record Book 126-L, Page 339, and subject to the covenants, conditions, easements, charges and liens set forth hereinafter in this First Supplementary Declaration.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplementary Declaration is located in Chatham County, Georgia, and is *for amendment D/Cvnts see 168-J-475*

Filed For Record At: 4:23 O'clock P. M. On The 2 Day Of April 1985  
Recorded In Record Book 126-L Page 361  
On The 2 Day Of April 1985

CLERK SUPERIOR COURT CHATHAM COUNTY



more particularly described on said subdivision map. Said property shall be known as Long Point.

362 Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Developer filing of record additional Supplementary Declarations of Covenants and Conditions with respect to the additional property, or by making any conveyance of property subject to the same.

## ARTICLE II

### SPECIAL ASSESSMENTS

Section 1. Purpose of Assessments. Special Assessment, if established, on Long Point, shall be used exclusively for the purpose of:

(a) Improvement, maintenance and operation of property owned or operated by the Association, or by the Developer prior to conveyance of title or control to the Association in accordance with the provisions of the Declaration, and used by the residents as a Common Area;

(b) Purchasing group services, including but not limited to street lighting, grass cutting, removal of dead trees and the clearing and removal of storm debris, and administration.

Section 2. Method of Assessment. The assessment shall be levied by the Association against the Lots in the Parcel, and collected and disbursed by the Association. By a majority vote of the directors, the Board shall fix the annual Special Assessment and date or dates such assessment becomes due.

Section 3. (a) Basis of Assessment. The methods, procedures, rules and basis for the Parcel Assessment shall be the same as for the general assessment, as set forth in Article IV of the Declaration

(b) Maximum Annual Assessment. Until January 1, of the year following commencement of the Special Assessment for Long Point, the maximum annual Assessment for the General Common Areas shall be \$300.00.

ARTICLE III  
PROTECTIVE COVENANTS

363

Section 1. General. It is to the interest, benefit and advantage of Long Point Plantation, Ltd. and to each and every person who shall hereafter purchase any lot in Long Point 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.

Section 2. Enactment. Pursuant to the provisions of the Declaration of Covenants and Conditions for Long Point, the Architectural Review Board has established the protective covenants set forth below which are hereby established, promulgated and declared to be the Protective Covenants for Long Point Subdivision. All lots in said subdivision shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. 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 (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three (3) cars.

*2 1/2 stories*  
*3 CAR GARAGE*

Section 4. 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 Review Board as to quality of design, construction 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 or adjoining any lot unless similarly approved. Approval procedure shall be provided in Section 16 of this Article. <sup>2</sup>

364 Section 5. Dwelling quality and size. No dwelling shall be

permitted on any lot that does not meet the following requirements as to the number of square feet included in the living area (sometimes referred to as the heated area) of the residence for which approval is sought.

As to lots 35-36-37-38-39-40-41	1,800 square feet.
As to lots 25 and 42	2,000 square feet.
As to lots 26-27-28-29-30-31	1,650 square feet.
As to lots 32-33-34	1,600 square feet.
As to lots 6-7-8-9-10-11-12-13-15-16-17-20-59-60	2,200 square feet.
As to lots 1-2-3-4-5-14-18-19-21-22-23-24-52-53-54-55-56-57-58	2,400 square feet.
As to lots 43-44-45-46-47-48-49-50-51	2,600 square feet.

As to two story dwellings; a minimum of 1,700 square feet is required on the ground floor and 1,000 square feet on the second floor. Dwellings of 2½ stories shall be as approved by the architectural committee.

As to lots 25 through 42; a maximum of 2,400 square feet shall apply to one-story dwellings.

The term living area as used herein expressly excludes garages, porches, patios and exterior storage rooms. All dwellings shall provide an enclosed garage (minimum of two standard size automobiles) with paved surface and connected to a street by a driveway with paved surface.

Section 6. Building location. No building shall be located on any lot nearer to the front lot line, or nearer to a side street line, than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than ten feet to an interior lot line except for lots 25 through 42 upon which lots the required interior line set-back shall be seven and one-half feet. The architectural review board may waive this interior line requirement in exceptional circumstances, but in no case may a set-back of less than seven feet be allowed.

No dwelling shall be located on any lot nearer than thirty feet to the rear lot line unless express (continued on page 5)

permission has been granted by the Architectural Review Board. Swimming pools, the highest projection of which shall not exceed two (2) feet, and outdoor fireplaces not to exceed six (6) feet in height, may be erected and maintained within the rear setback, but not nearer than fifteen (15) feet from the rear lot line of any lot. For the purpose of this covenant, eaves, steps or uncovered patios shall not be considered as 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.

Section 7. Easements. 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 of purchase.

Easements for ingress and egress and for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No dwelling, garage or other structure 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 utilities, and to the Developer, its successors 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.

Drainage flow shall not be constricted or diverted from drainage or utility easements as shown on the recorded subdivision plat.

Section 8. Nuisances. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Garage sales and outdoor clothes lines are expressly prohibited under this section. Satellite dish, amateur radio and marine base station antennae are likewise prohibited.

366 Section 9. Vehicles, Boats and 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 temporary or permanent. No recreational vehicle, boat, trailer, camper, mobile home, truck (including pick-up trucks) or bus shall be located on any street or on any lot at any time unless stored in an enclosed garage.

Section 10. Signs. No sign of any kind shall be displayed to the public view of any lot except one (1) professional sign of not more than six (6) 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. All such signs shall be subject to approval of the Architectural Review Board. No flags, bunting or other attention getting devices shall be allowed. Signs hereby allowed shall be installed in the front yard of the marketed property facing the street, printed on one side only and shall not be of a pendulum or swinging type. Installation of signs in rights-of-way is expressly prohibited.

Section 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 commercial purposes. Household pets if kept outdoors shall be confined within an enclosure located at the rear of the dwelling and no portion of which may be visible from the street or roadway upon which said dwelling fronts. Such enclosures shall not exceed two hundred fifty (250) square feet and cannot extend more than twenty (20) feet from the rear of the dwelling.

Section 12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept 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. Garbage receptacles (At least two (2) in

number for each living unit) shall be kept in an enclosure so that no portion of these receptacles can be seen from the street. No garbage or refuse shall be placed at curb-side for pick-up.

Section 13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot and no private wells shall be drilled for water to be used for household purposes.

Section 14. Sight Distance at Intersections. No hedge or shrub planting which obstructs sightlines at elevations between two (2) and six (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 lines and a line connecting them at points twenty-five (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 sightline limitations shall apply on any lot within ten (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 sightlines. Planting in rights-of-way is prohibited except for decorative plants not exceeding three (3) feet in height planted in an area extending eighteen (18) inches from each side of a mail box support.

Section 15. Architectural Review Board. All lots within the subdivision shall be subject to the jurisdiction and authority of the Architectural Review Board as established in the Declaration of Covenants and Conditions for Long Point. Said Board, including the membership thereof, shall be established in accordance with the provisions of said Declaration.

Any approval or disapproval of the Board required by these covenants shall be in writing. In the event the Board fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it under Section 4 of this Article, or in 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.

Section 16. Athletic Equipment. No basketball goals or athletic equipment of any kind shall be installed or mounted on or in any area, including the front or sides of dwellings, in such a manner as to be visible from the roadway bordering that dwelling.

Section 17. Construction Sites. All Lots upon which construction is in progress must be kept neat and clean and must be policed by the builder at the end of each work day and all refuse removed from the site or in the alternative placed within a closed container for later removal.

Port-O-Lets and other required sanitary facilities shall be placed on building sites so that they will be concealed as much as possible and shall face the dwelling under construction.

In the event of the builders failure to comply with this policing requirement; the Property Owner's Association is vested with authority to have that site cleared of all construction debris and the cost for such clearance shall automatically become a Special Assessment against that non conforming Lot and collection thereof may be effected in any manner provided for in this Declaration.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Duration. The covenants and conditions of this Supplementary Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty (20) year term or of any ten (10) year extension period the covenants and conditions are expressly terminated by an instrument signed by not less than seventy-five (75%) per cent of the Owners and by the Developer, as long as it owns any lot or common area within the subdivision. A termination must be recorded.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by: (1) the Developer, as long as it owns any lot or common area within the subdivision; and (2) not less than seventy-five (75%) per cent of the lot owners. Any amendment must be recorded.

Section 3. Enforcement. The Association, any owner, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

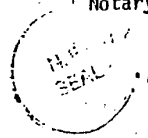
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, LONG POINT PLANTATION, LTD. a Georgia Limited Partnership, has caused these presents to be duly executed by their authorized General Partners this 29th. day of March, 1985.

LONG POINT PLANTATION, LTD.  
BY: Troy A. Bouy  
Troy A. Bouy  
BY: William J. Hall  
William J. Hall  
BY: Henry D. Howard  
Henry D. Howard  
Sole General Partners

Signed, sealed and delivered in the presence of:

Jacqueline B. Pate  
(Witness)  
Sheila E. Smith  
Notary Public, Chatham County,  
Georgia



Sheila E. Smith  
Notary Public, Georgia State at Large  
My Commission Expires June 14, 1987





R 221 265

Approved by Chatham County Engineer: *[Signature]* Approved 12/12/2005

Approved by Chatham County Board of Health: *[Signature]* Approved 12/12/2005

Approved by Chatham County Board of Planning: *[Signature]* Approved 12/12/2005

Approved by Chatham County Board of Commissioners: *[Signature]* Approved 12/12/2005

Approved by Chatham County Board of Supervisors: *[Signature]* Approved 12/12/2005

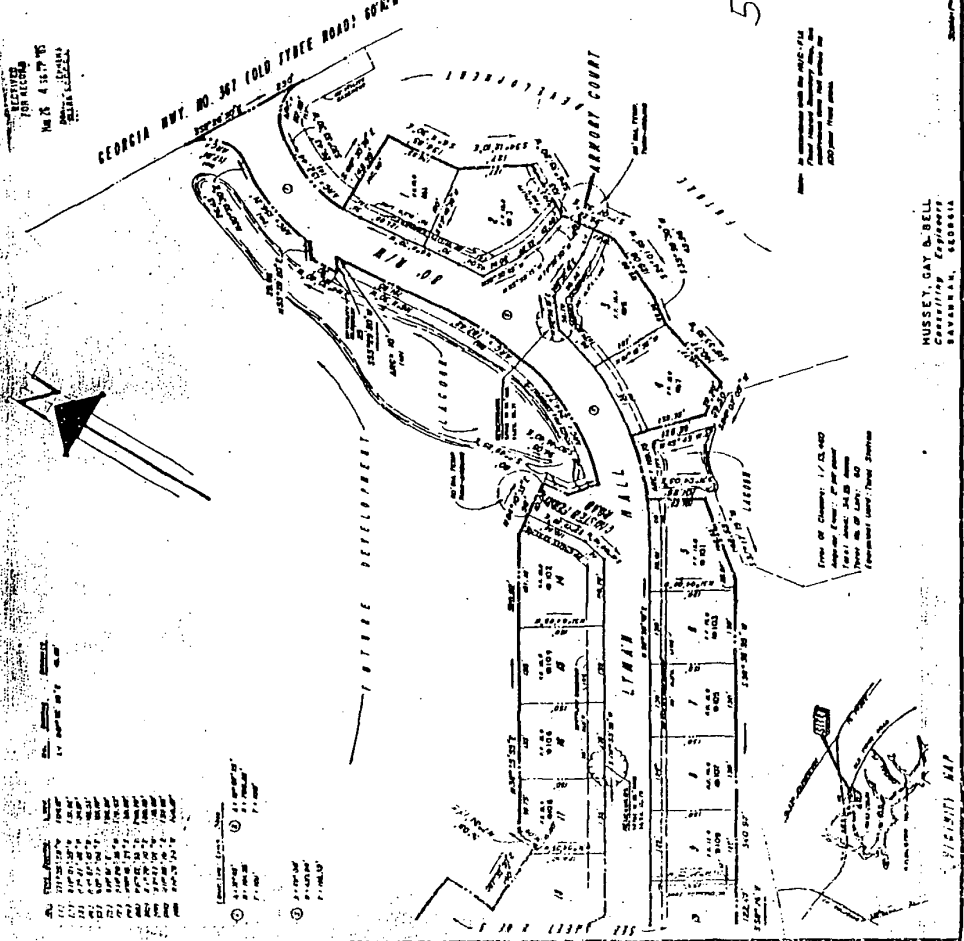
**GENERAL NOTES:**

1. All lots to be subdivided shall conform to the zoning ordinance of the County of Chatham, Georgia.
2. All lots to be subdivided shall conform to the subdivision ordinance of the County of Chatham, Georgia.
3. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
4. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
5. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
6. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
7. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
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10. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
11. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.
12. All lots to be subdivided shall conform to the subdivision ordinance of the State of Georgia.

5572  
5572  
5572

**LONG POINT**  
A DEVELOPMENT OF LONG POINT PLANTATION LTD.  
BEING A PORTION OF THE COETIE TRACT,  
WHITEHORN ISLAND, CHATHAM COUNTY, GEORGIA.

BY  
LONG POINT PLANTATION LTD.

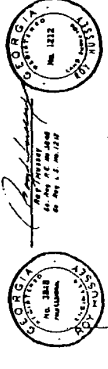


MUSSET, GAY & BELL  
Consulting Engineers  
ATLANTA, GEORGIA

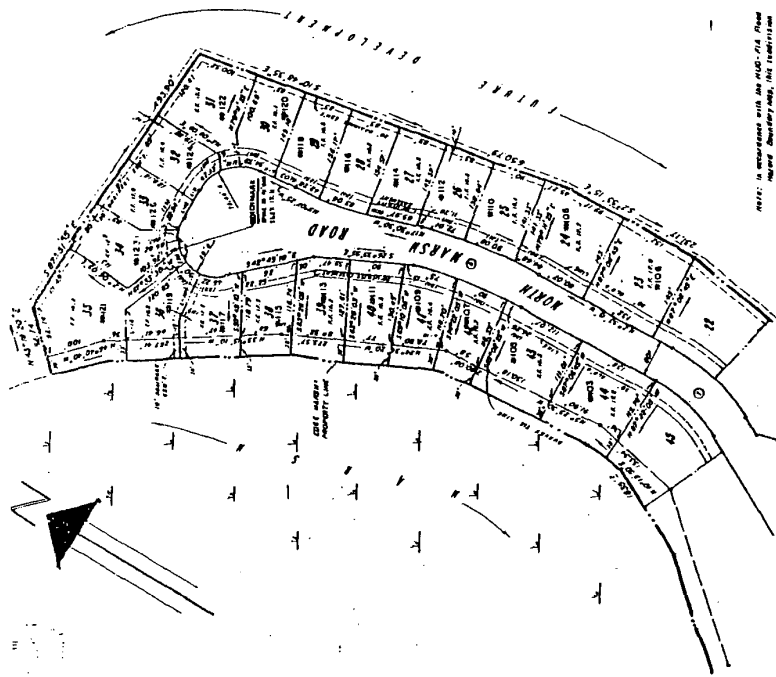
Sheet 1 of 1

APPROVED BY CHATHAM COUNTY COMMISSIONERS  
 APPROVED BY CHATHAM COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION  
 OF ENGINEERING & SURVEYING  
 APPROVED BY METROPOLITAN REVENUE COMMISSIONERS  
 APPROVED BY OPEN SPACE TRUST, CITY OF ATLANTA

GENERAL NOTES:  
 1. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 2. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 3. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 4. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 5. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 6. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 7. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 8. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 9. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.  
 10. All lots to be shown on this map shall be shown as shown on this map and all other maps of record in this regard.



5573  
 LONG POINT  
 A DEVELOPMENT OF LONG POINT PLANTATION LTD.  
 BEING A PORTION OF THE GOETTE TRACT,  
 WHITEHARSH ISLAND, CHATHAM COUNTY, GEORGIA  
 FOR  
 LONG POINT PLANTATION LTD.

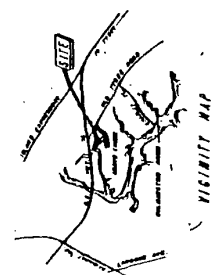


Lot No.	Area (Acres)	Area (Sq. Ft.)
101	0.15	10,430
102	0.15	10,430
103	0.15	10,430
104	0.15	10,430
105	0.15	10,430
106	0.15	10,430
107	0.15	10,430
108	0.15	10,430
109	0.15	10,430
110	0.15	10,430
111	0.15	10,430
112	0.15	10,430
113	0.15	10,430
114	0.15	10,430
115	0.15	10,430
116	0.15	10,430
117	0.15	10,430
118	0.15	10,430
119	0.15	10,430
120	0.15	10,430

Lot No.	Area (Acres)	Area (Sq. Ft.)
121	0.15	10,430
122	0.15	10,430
123	0.15	10,430
124	0.15	10,430
125	0.15	10,430
126	0.15	10,430
127	0.15	10,430
128	0.15	10,430
129	0.15	10,430
130	0.15	10,430
131	0.15	10,430
132	0.15	10,430
133	0.15	10,430
134	0.15	10,430
135	0.15	10,430
136	0.15	10,430
137	0.15	10,430
138	0.15	10,430
139	0.15	10,430
140	0.15	10,430

NOTICE: In accordance with the 1967-68 Georgia Building Code, all buildings must be constructed within the 100 year flood zone.

Map of Chatham County, Georgia  
 Total Area: 1,100 Acres  
 Total No. of Lots: 100  
 Estimated Value: Total \$1,000,000



MUSSEY, GAY & BELL  
 CONSULTING ENGINEERS  
 SAVANNAH, GEORGIA

5-5/73



1. The following information is required for the preparation of the financial statements:

STATE OF GEORGIA  
CHATHAM COUNTY

Filed For Record At 9:09 O'Clock A M. On The  
23 Day Of July, 1987  
Recorded In Record Book 135-A Folio 98  
On The 23 Day Of July, 1987

RECEIVED  
FOR RECORD  
DORIS J. STEPHENS  
CLERK S.C.C.G.A.  
JUL 23 9 09 AM '87  
1356/88

CLERK SUPERIOR COURT, CHATHAM CO., GA.

SECOND SUPPLEMENTARY DECLARATION OF COVENANTS AND CONDITIONS  
FOR LONG POINT SUBDIVISION

88

THIS SUPPLEMENTARY DECLARATION (The Second) made this 23rd day of July, 1987 by Long Point Plantation, Ltd., a Georgia limited partnership hereinafter referred to as Developer.

WITNESSETH

Whereas, Developer is the owner of that certain tract of land located in Chatham County, Georgia known as The First Addition to Long Point Subdivision a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 8-S pages 73-74 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

Now Therefore; Developer hereby declares that the said First Addition to said subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1 shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, page 339-360 and subject to the covenants, conditions, easements, charges and liens hereinafter set forth in this Second Supplementary Declaration.

Article 1.

Property Subject to This Second Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Sixty One (61) through One Hundred Twenty (120) of The First Addition to Long Point Subdivision as said lots appear upon the map of said Addition of record in Subdivision Map Book 8-S, pages 73-74 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants and conditions contained in that Declaration of record in Deed

page two

Book 126-L, folios 339 through 369 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Second Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected: 89

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article 1 Section 1. is amended to include Subdivision Map Book 8-S, pages 73-74 and to include that property known as The First Addition to Long Point Subdivision.

Article III, Section 5. is amended to include the following:

As to lots 61 through 90	2400 square feet
As to lots 91 through 108	2200 square feet
As to lots 109 through 113	2400 square feet
As to lots 114-115	2200 square feet
As to lots 116 through 118	2400 square feet
As to lots 119-120	2200 square feet

As to the above numbered lots; the following requirements shall apply to two story dwellings: A minimum of 1400 square feet on the first floor and 1000 square feet on the second floor.

Article III, Section 6. is amended to include the following:

As to the above numbered lots; no building shall be located on any lot nearer to the front lot line, or nearer to a side street line, than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The architectural review board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty five feet to the rear lot line without express permission by the architectural review board. (This provision limited to the above numbered lots)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L folios 339-

page three

**90** 369 as they relate to Lots Numbered 1 through 60 of Long Point Subdivision.

In witness whereof, Long Point Plantation, Ltd. has caused these presents to be executed by its' general partners on this the \_\_\_\_\_ day of July, 1987.

Long Point Plantation, Ltd.

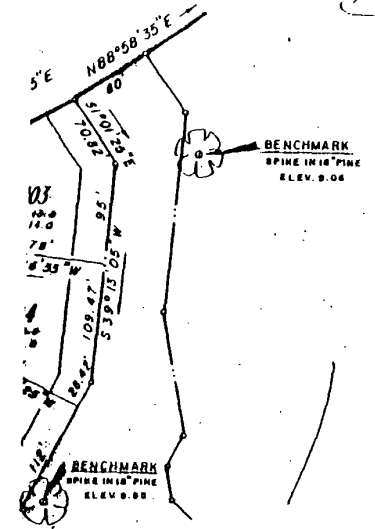
By: Troy A. Barry  
General Partner  
Will J. Hall  
General Partner  
James P. Stewart  
General Partner

Executed in our presence on the  
day and year above written, to wit,  
July 1st, 1987.

Patricia C. Collins  
Witness  
[Signature]  
Notary Public, Chatham County, Ga.



SMB 11-5/69



Approved By Chatham County Engineer 411  
*Daniel Moody*  
 County Engineer

Approved For Chatham County Department Of Public Health Division  
 Of Engineering & Sanitation 11/13/87  
 Director

Approved By Metropolitan Planning Commission 7-13 1987  
*Howard Sherman*  
 Secretary / or / Deputy Secretary

Approved In Open Court This 4th Day Of July 1987  
*At Headman*  
 Vice Chairman, County Commission

ATTEST William L. Baker  
 Clerk

All streets, rights-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

*William L. Baker*  
 (Owner or Attorney as Agent)

GENERAL NOTES:

1. All lots to have a minimum building set back line as indicated.
2. Lots will have easement on side and/or rear as shown.
3. All corners shown "o" indicate concrete monuments.
4. All elevations based on Mean Sea Level Datum. 14.0
5. Finished floor elevation of all structures shall be a minimum of +3-0 feet Mean Sea Level in order to comply with the 100 year flood plain.
6. Street markers to be placed at all street intersections.
7. Streets in this subdivision shall be paved by the developer as required by Chatham County and shall have concrete curbs and gutters.
8. Sanitary sewer and water to be connected to existing City of Savannah system.
9. All easements shown are intended to be used for the installation of storm drainage features, power, telephone, gas, sewer lines as necessary to serve the subdivision.
10. All interior lot corners are marked by iron pipes.
11. F.F. indicates finished floor elevation.
12. O indicates street address.

I certify that all angles, bearings, measurements of courses and distances and monument locations are correct as shown and have been proved by land survey.

In my opinion, this is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1978, and is suitable for recording.

*James M. Sims*  
 JAMES M. SIMS  
 Ga. Reg. L.S. No. 2280



SEE SHEET 2 OF 2  
 Revised 100 year flood plain elevation  
 REVISIONS APPROVED  
 Approved by Chatham County Engineer 11/13/87  
*Daniel Moody*  
 County Engineer  
 Approved by Metropolitan Planning Commission 1-10, 1988  
*Howard Sherman*  
 Secretary or Deputy Secretary

No.	Bearing	Distance
L-1	S89°36'35"W	48.42'
L-2	S14°37'35"W	57.27'
L-3	S51°30'15"E	45.00'
L-1B	S11°12'25"W	57.34'
L-1A	N84°17'30"W	49.95'

Center-Line Curve Data

① Δ = 38°01'05"	② Δ = 18°12'35"
R = 493.45'	R = 311.99'
T = 170'	T = 50'

LONG POINT  
 1st FIRST ADDITION

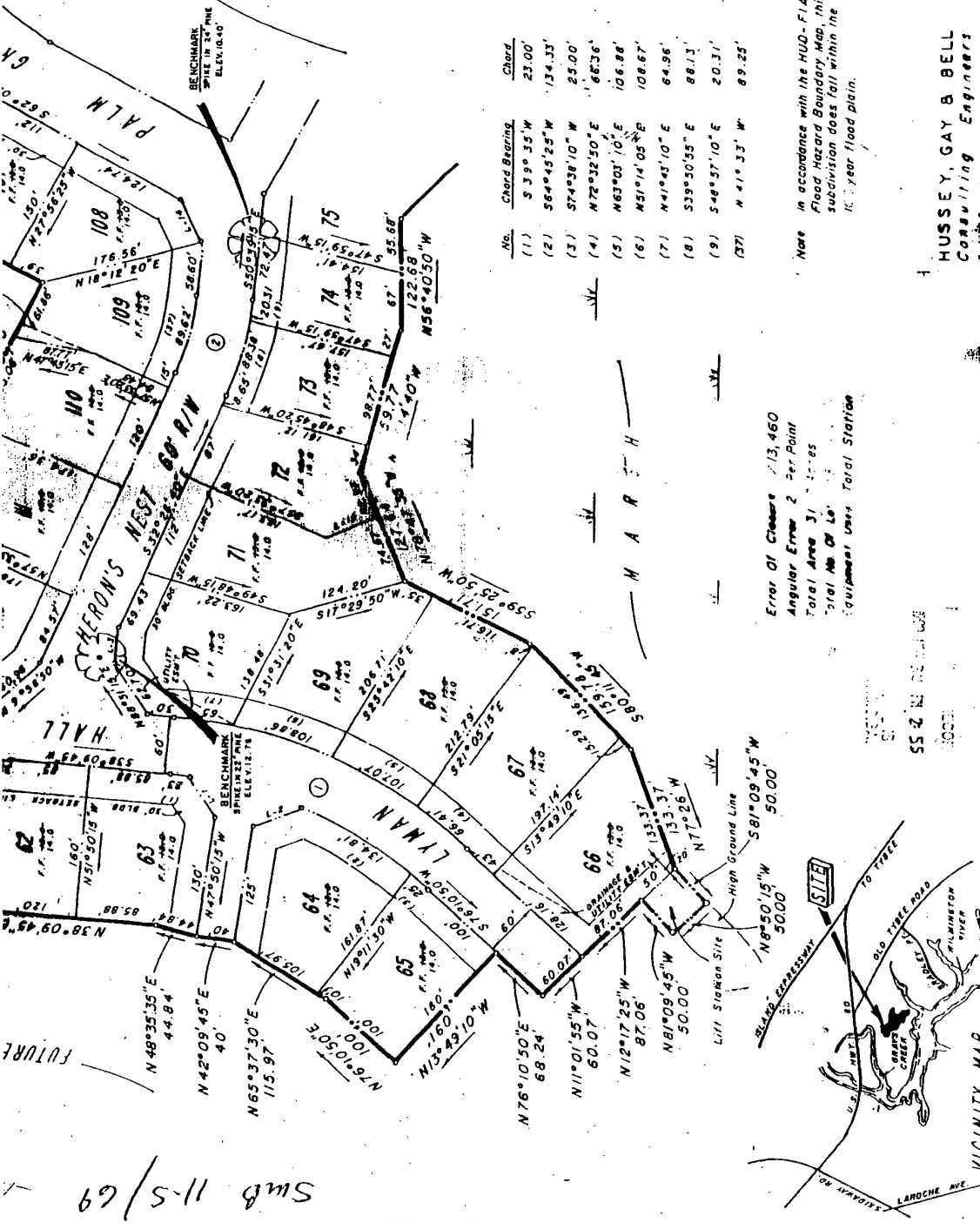
A DEVELOPMENT OF LONG POINT PLANTATION LTD.  
 BEING A PORTION OF THE GOETTE TRACT,  
 WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

for  
 LONG POINT PLANTATION LTD.

REVISOR - FIA  
 to show this  
 deletion  
 MEA  
 REVISOR  
 REVISOR

REVISED 5-19-87  
 TO SHOW DELETION  
 OF LOTS 101 & 102





Revised 100 year flood plain elevation

REVISIONS APPROVED  
 Approved by Chatham County Engineer **W. H. H. H.**  
 Approved by Metropolitan Planning Commission  
 1-19-1988

**Donald H. H.**  
 County Engineer

**Secretary or Deputy Secretary**

11-5 69

No.	Bearing	Distance
L-1	S89°56'15\"W	48.42'
L-2	S14°37'15\"W	57.27'
L-3	S51°50'15\"E	45.00'
L-13	S11°12'25\"W	57.34'
L-14	N84°17'50\"W	49.95'

Center-Line Curve Data

① Δ = 38°01'05\"      Δ = 18°12'35\"  
 R = 493.45'      R = 311.99'  
 T = 170'      T = 50'

Errors of Closure / 13,460  
 Angular Error 2 Per Point  
 Total Area 31 1-1-65  
 Total No. Of Lots  
 Equipment Units Total Station

Note in accordance with the HUD-FIA Flood Hazard Boundary Map, this subdivision does fall within the 100 year flood plain.

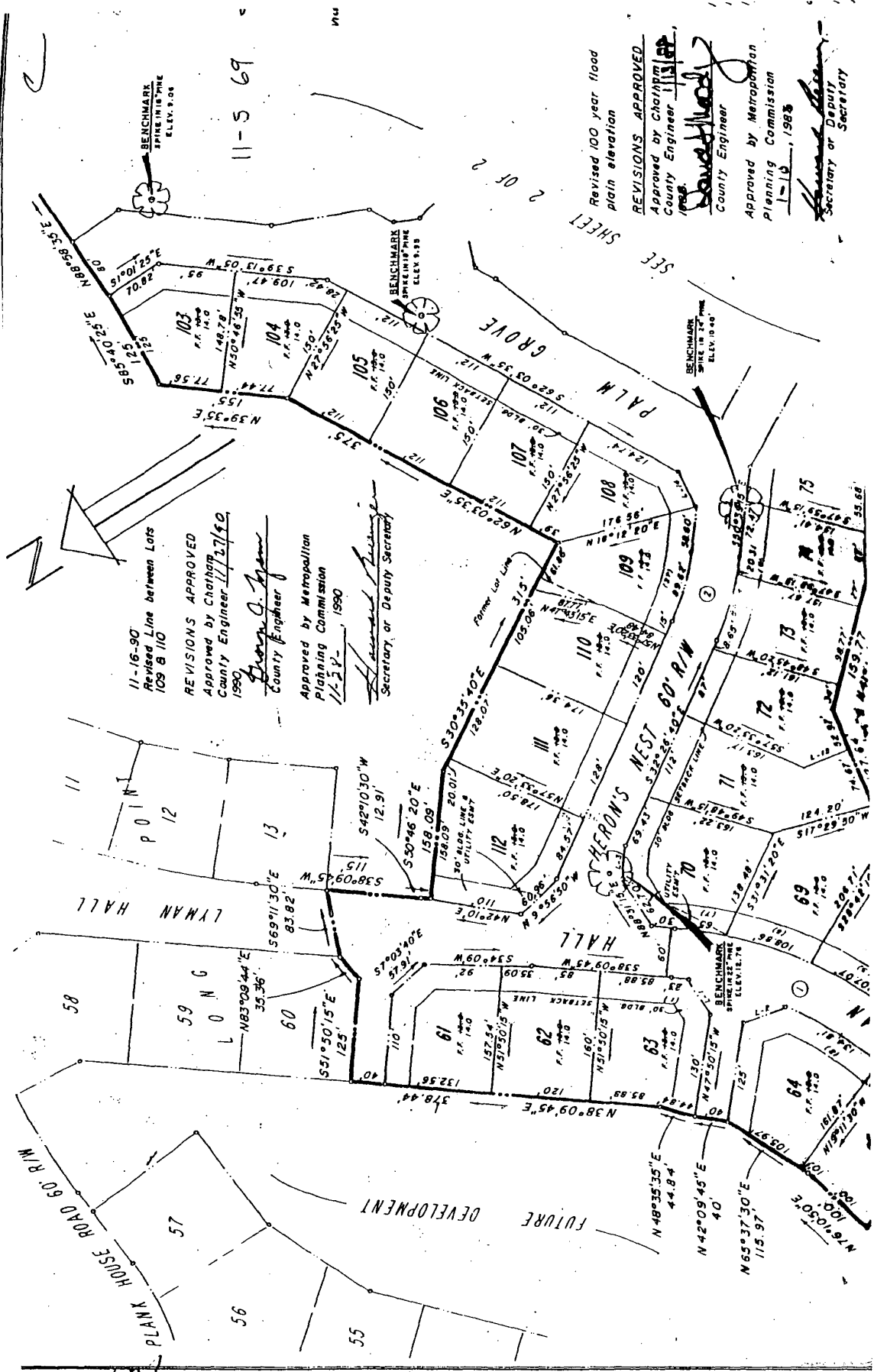
REVISED 5-19-87  
 TO SHOW DELETION  
 OF LOTS 101 & 102

HUSSEY, GAY & BELL  
 Consulting Engineers



SWB 11-5/69

SHEET 2



11-5 69

11-16-90  
Revised Line between Lots  
109 & 110

REVISIONS APPROVED  
Approved by Chairman  
County Engineer 11/27/90  
1990

*George D. Ryan*  
County Engineer

Approved by Metropolitan  
Planning Commission  
11/27/90  
1990

*David H. ...*  
Secretary, or Deputy Secretary

Revised 100 year flood  
plain elevation

REVISIONS APPROVED  
Approved by Chairman  
County Engineer 11/13/90  
1990

*David H. ...*  
County Engineer

Approved by Metropolitan  
Planning Commission  
11-13-1990

*George D. Ryan*  
Secretary or Deputy Secretary

SHEET 2 OF 2

11-5 199

Approved By Chatham County Engineer 13 19 1968  
 Approved For Chatham County Department Of Public Health Division  
 Of Engineering & Sanitation 30 1968  
 Approved By Metropolitan Planning Commission Jan 23 1968

Approved By Chatham County  
 County Engineer

**GENERAL NOTES:**

- All lots to have a minimum building set back line as indicated.
- Lots will have easement on top and/or rear as shown.
- All corners shown on "RECORDS" concrete monuments.
- All bearings shown on maps are True Level Bearings.
- Final plat for subdivision of lot dimensions shall be a minimum of 1/40 inch.
- Final plat for subdivision of lot dimensions shall be 1/40 inch.
- All interior lot corners are marked by monuments.
- Surveying errors and other corrections to be made by the subdivision of lots.
- All easements shown are intended to be used for the subdivision of lots.
- Other easements, shown, including, gas, sewer, water as necessary to show the subdivision.

In my capacity, this is a correct representation of the field notes and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1978 and is suitable for record.



JAMES M. BELL  
 14 1/2 E. 11th St.  
 SAVANNAH, GA. 31401

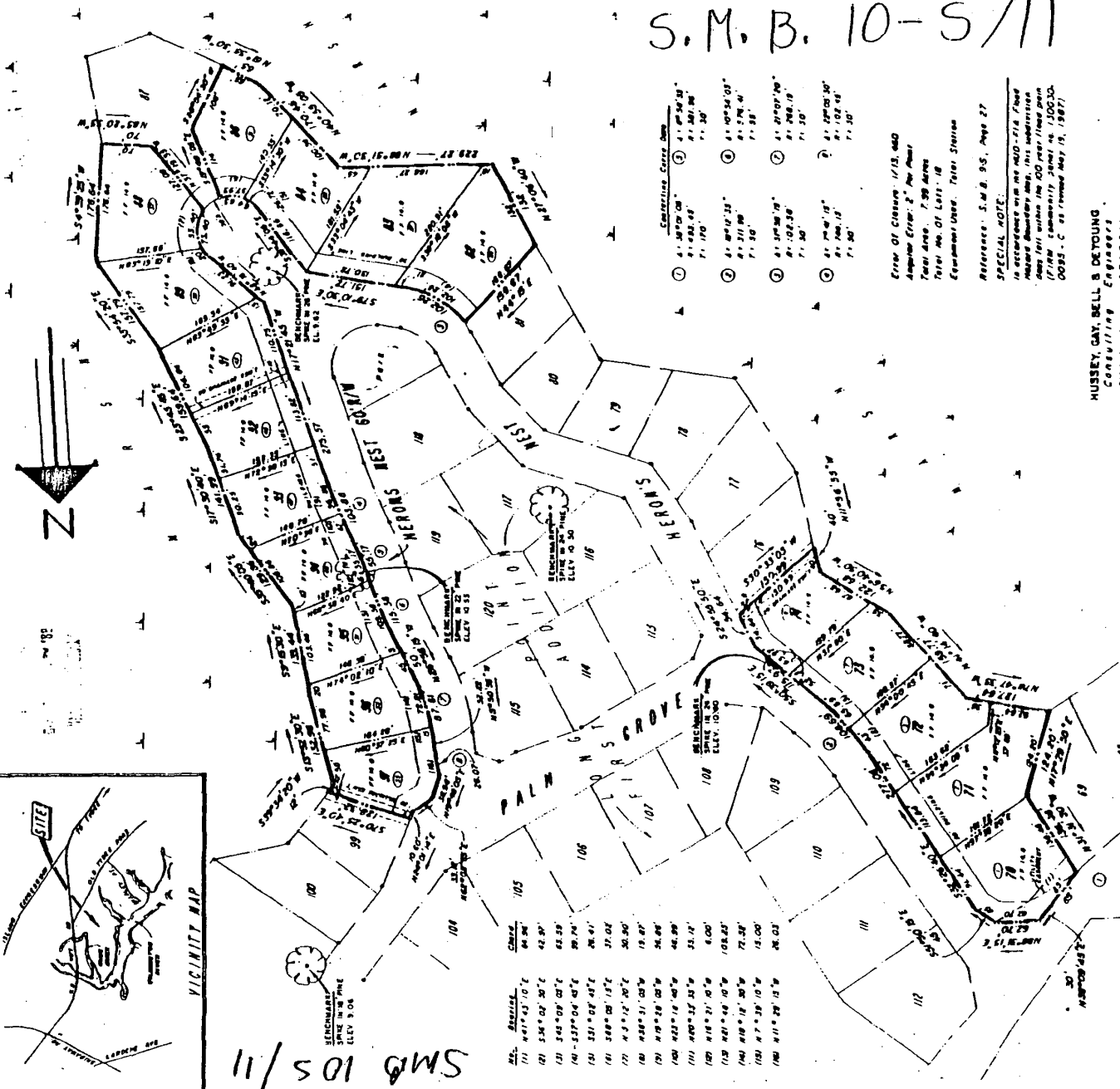
**LONG POINT**  
 FIRST ADDITION RECOMBINATION

A DEVELOPMENT OF LONG POINT PLANTATION LTD.  
 RECOMBINATION OF LOTS 70-75, 82-85 AND 88-98  
 BEING A PORTION OF THE FORMER GOETTE TRACT,  
 WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA.

for  
 LONG POINT PLANTATION LTD.

Scale 1" = 50' S.M.B. 10-5/11 Page 11

S.M.B. 10-5/11



MUSSEY, GAY, BELL & DEYOUNG  
 Surveying Engineers  
 SAVANNAH, GEORGIA





Approved By Chatham County Engineer 7/13/198

*Donald M. ...*  
County Engineer

Approved For Chatham County Department of Public Health Division  
Of Engineering & Sanitation 7-13-198

*...*  
Director

Approved By Metropolitan Planning Commission 7-13-198

*...*  
Metropolitan Planning Commission Secretary

Approved in Open Court This 30th Day of July, 1988.

*...*  
Public Defender

All streets, rights-of-way, easements, and any title for public use as noted on this plat are hereby dedicated for the use mentioned.

*...*  
(Name of attorney in agent)

GENERAL NOTES

1. All lots to have a minimum building set back from all adjoining streets.
2. Lots will have easements on the north and south sides.
3. All easements shown on this plat are hereby dedicated for the use mentioned.
4. All easements shown on this plat are hereby dedicated for the use mentioned.
5. All easements shown on this plat are hereby dedicated for the use mentioned.
6. All easements shown on this plat are hereby dedicated for the use mentioned.
7. All easements shown on this plat are hereby dedicated for the use mentioned.
8. All easements shown on this plat are hereby dedicated for the use mentioned.
9. All easements shown on this plat are hereby dedicated for the use mentioned.
10. All easements shown on this plat are hereby dedicated for the use mentioned.
11. All easements shown on this plat are hereby dedicated for the use mentioned.
12. All easements shown on this plat are hereby dedicated for the use mentioned.

JAMES M. SIMS  
66 Reg. U.S. No. 2280



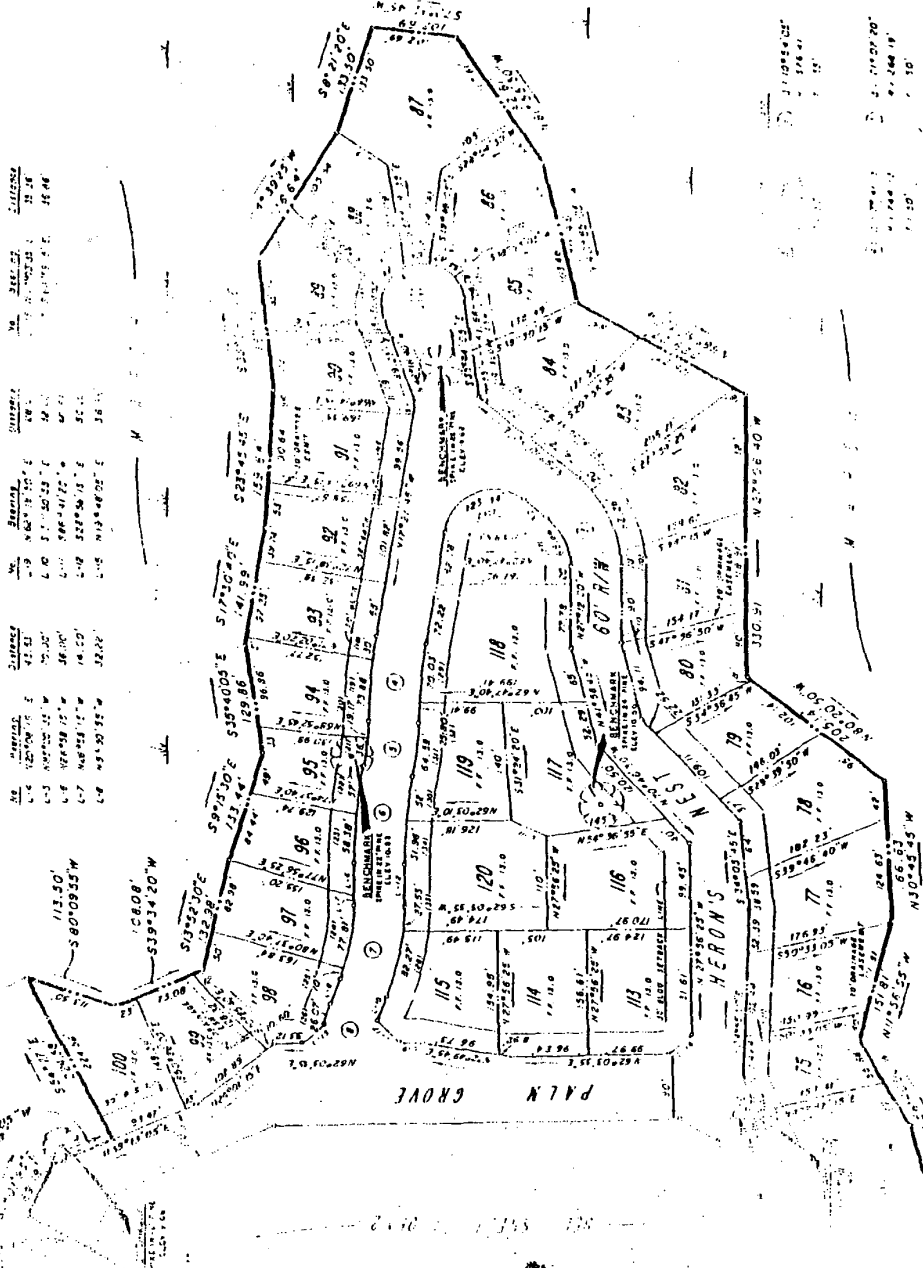
LONG POINT  
FIRST ADDITION

A DEVELOPMENT OF LONG POINT PLANTATION LTD.  
BEING A PORTION OF THE GOETTE TRACT,  
WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

100

LONG POINT PLANTATION LTD.

Lot No.	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)
100	1.13	48,500	48,500	48,500
101	1.13	48,500	48,500	48,500
102	1.13	48,500	48,500	48,500
103	1.13	48,500	48,500	48,500
104	1.13	48,500	48,500	48,500
105	1.13	48,500	48,500	48,500
106	1.13	48,500	48,500	48,500
107	1.13	48,500	48,500	48,500
108	1.13	48,500	48,500	48,500
109	1.13	48,500	48,500	48,500
110	1.13	48,500	48,500	48,500
111	1.13	48,500	48,500	48,500
112	1.13	48,500	48,500	48,500
113	1.13	48,500	48,500	48,500
114	1.13	48,500	48,500	48,500
115	1.13	48,500	48,500	48,500
116	1.13	48,500	48,500	48,500
117	1.13	48,500	48,500	48,500
118	1.13	48,500	48,500	48,500
119	1.13	48,500	48,500	48,500
120	1.13	48,500	48,500	48,500
121	1.13	48,500	48,500	48,500
122	1.13	48,500	48,500	48,500
123	1.13	48,500	48,500	48,500
124	1.13	48,500	48,500	48,500
125	1.13	48,500	48,500	48,500
126	1.13	48,500	48,500	48,500
127	1.13	48,500	48,500	48,500
128	1.13	48,500	48,500	48,500
129	1.13	48,500	48,500	48,500
130	1.13	48,500	48,500	48,500



Errors of Closure: 1/100,000  
Angular Error: 2" per Point  
Total Area: 31.17 Acres  
Total No. of Lots: 38  
Easements Used: Total Station

100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130

MUSSEY, JAY S. BELL  
COUNTY ENGINEER

...

S.M.B. 8-74

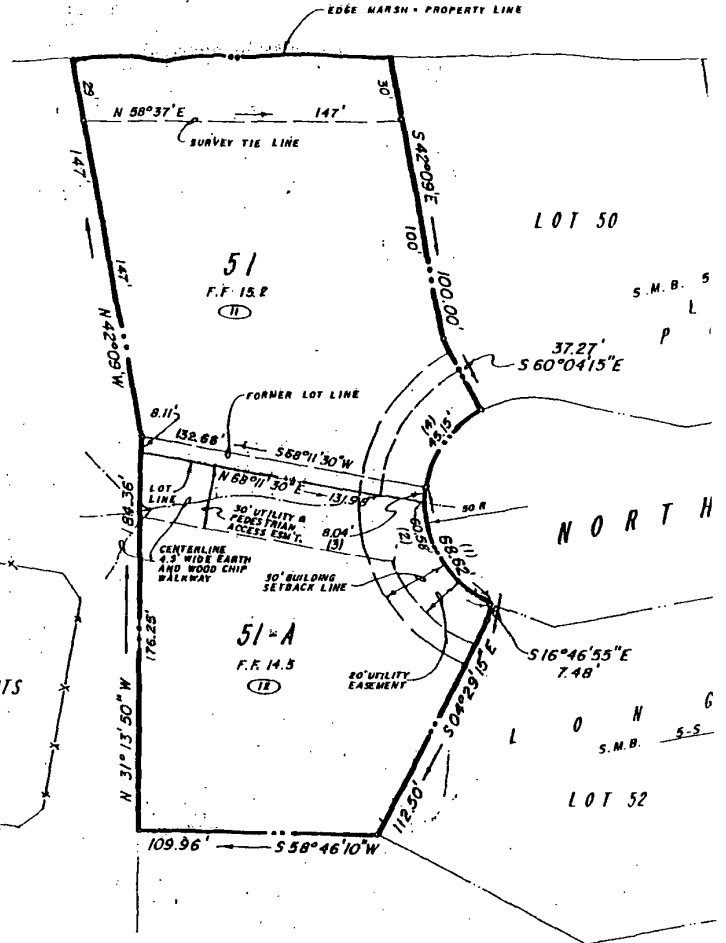
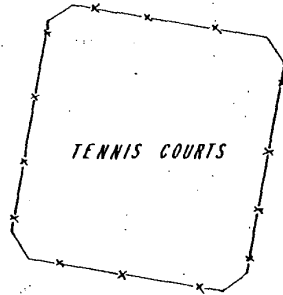
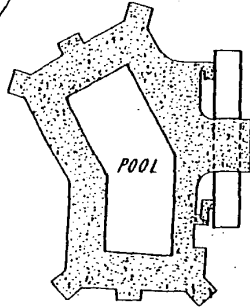
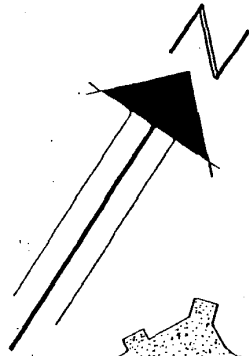






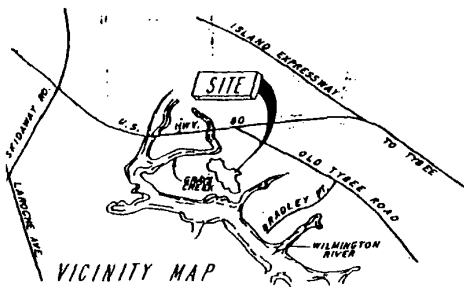


S A L T M A R S H  
( CLAIMED BY STATE OF GEORGIA )



- |   |  |
|---|--|
| (1) $\Delta = 78^{\circ}37'35''$<br>R = 30'<br>T = 40.94'<br>CH. BRG. = $S61^{\circ}07'25''E$<br>CHORD = 63.36' | (3) $\Delta = 9^{\circ}12'25''$<br>R = 50'<br>T = 4.03'<br>CH. BRG. = $S26^{\circ}$<br>CHORD = 8.03'       |
| (2) $\Delta = 69^{\circ}25'10''$<br>R = 50'<br>T = 34.64'<br>CH. BRG. = $S65^{\circ}43'35''E$<br>CHORD = 56.94' | (4) $\Delta = 51^{\circ}44'15''$<br>R = 50'<br>T = 24.25'<br>CH. BRG. = $S04^{\circ}40'$<br>CHORD = 43.63' |

Error of Closure: 1/13,460  
Angular Error: 2" Per Point  
Total Area: 1.08 Acres  
Total No. Of Lots: 2  
Equipment Used: Total Station



FUTURE DEVELOPMENT

2 of 2  
Lc/56

No.	Chain Bearing	Chain	No.	Chain Bearing	Chain	No.	Chain Bearing	Chain
100	S 17° 03' 00" E	77.58	100	N 27° 29' 45" W	79.17	100	S 17° 03' 00" E	77.58
101	S 27° 45' 30" E	80.34	101	N 19° 00' W	35.38	101	S 27° 45' 30" E	80.34
102	S 70° 21' 15" E	29.34	102	N 19° 45' 45" W	26.94	102	S 70° 21' 15" E	29.34
103	S 27° 45' 30" E	79.34	103	N 19° 45' 45" W	26.94	103	S 27° 45' 30" E	79.34
104	S 27° 45' 30" E	79.34	104	N 19° 45' 45" W	26.94	104	S 27° 45' 30" E	79.34
105	S 27° 45' 30" E	79.34	105	N 19° 45' 45" W	26.94	105	S 27° 45' 30" E	79.34
106	S 27° 45' 30" E	79.34	106	N 19° 45' 45" W	26.94	106	S 27° 45' 30" E	79.34
107	S 27° 45' 30" E	79.34	107	N 19° 45' 45" W	26.94	107	S 27° 45' 30" E	79.34
108	S 27° 45' 30" E	79.34	108	N 19° 45' 45" W	26.94	108	S 27° 45' 30" E	79.34
109	S 27° 45' 30" E	79.34	109	N 19° 45' 45" W	26.94	109	S 27° 45' 30" E	79.34
110	S 27° 45' 30" E	79.34	110	N 19° 45' 45" W	26.94	110	S 27° 45' 30" E	79.34

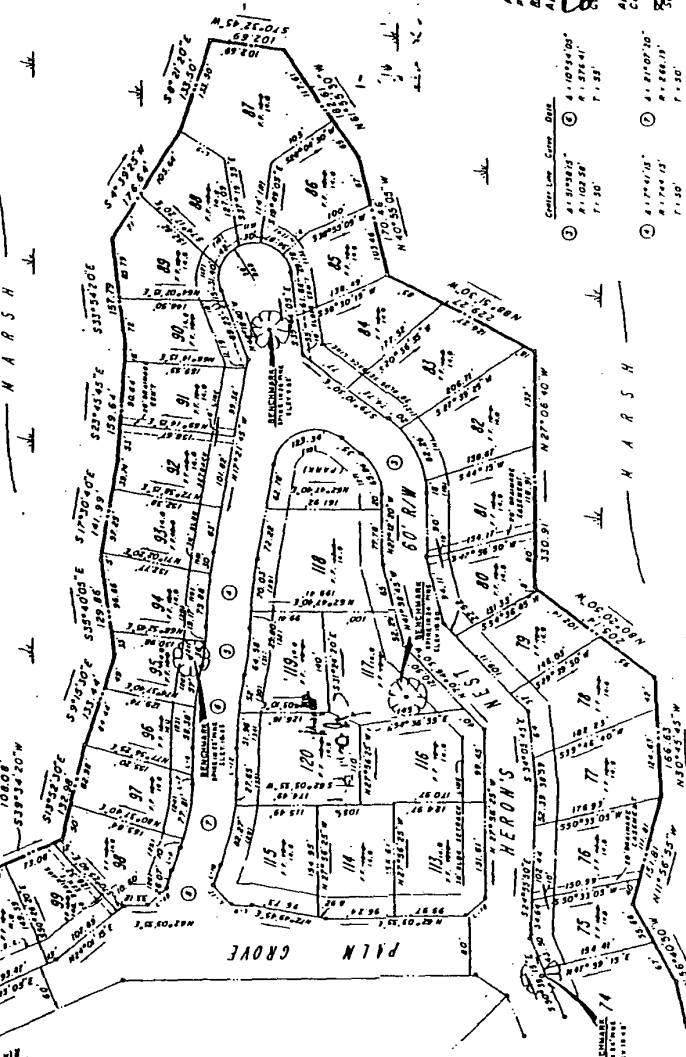
No.	Area	Distance	No.	Area	Distance
100	1.78	17.00	100	1.78	17.00
101	1.78	17.00	101	1.78	17.00
102	1.78	17.00	102	1.78	17.00
103	1.78	17.00	103	1.78	17.00
104	1.78	17.00	104	1.78	17.00
105	1.78	17.00	105	1.78	17.00
106	1.78	17.00	106	1.78	17.00
107	1.78	17.00	107	1.78	17.00
108	1.78	17.00	108	1.78	17.00
109	1.78	17.00	109	1.78	17.00
110	1.78	17.00	110	1.78	17.00

All streets, rights-of-way, easements, and any title for public use as noted on this plat are hereby dedicated to the unincorporated.

*[Signature]*  
(Owner or Agent)

**GENERAL NOTES:**

- All lots to show a minimum building set back line as indicated.
- Lots will show easements on lots shown here as shown.
- All easements shown to indicate easement easements.
- Platted from a subdivision of the streets shown in the minimum of 40 feet.
- Area Set Level in order to comply with the 100 year flood plain.
- Street meters to be placed on all street intersections.
- Streets in this subdivision shall be paved by the contractor as per the specifications and water to be completed in willing City of Savannah.
- All easements shown are intended to be used for the installation of a drainage, telephone, power, telegraph, gas, sewer lines as necessary to the subdivision.
- All easements are marked by one line.
- All easements are marked by one line.
- All easements are marked by one line.

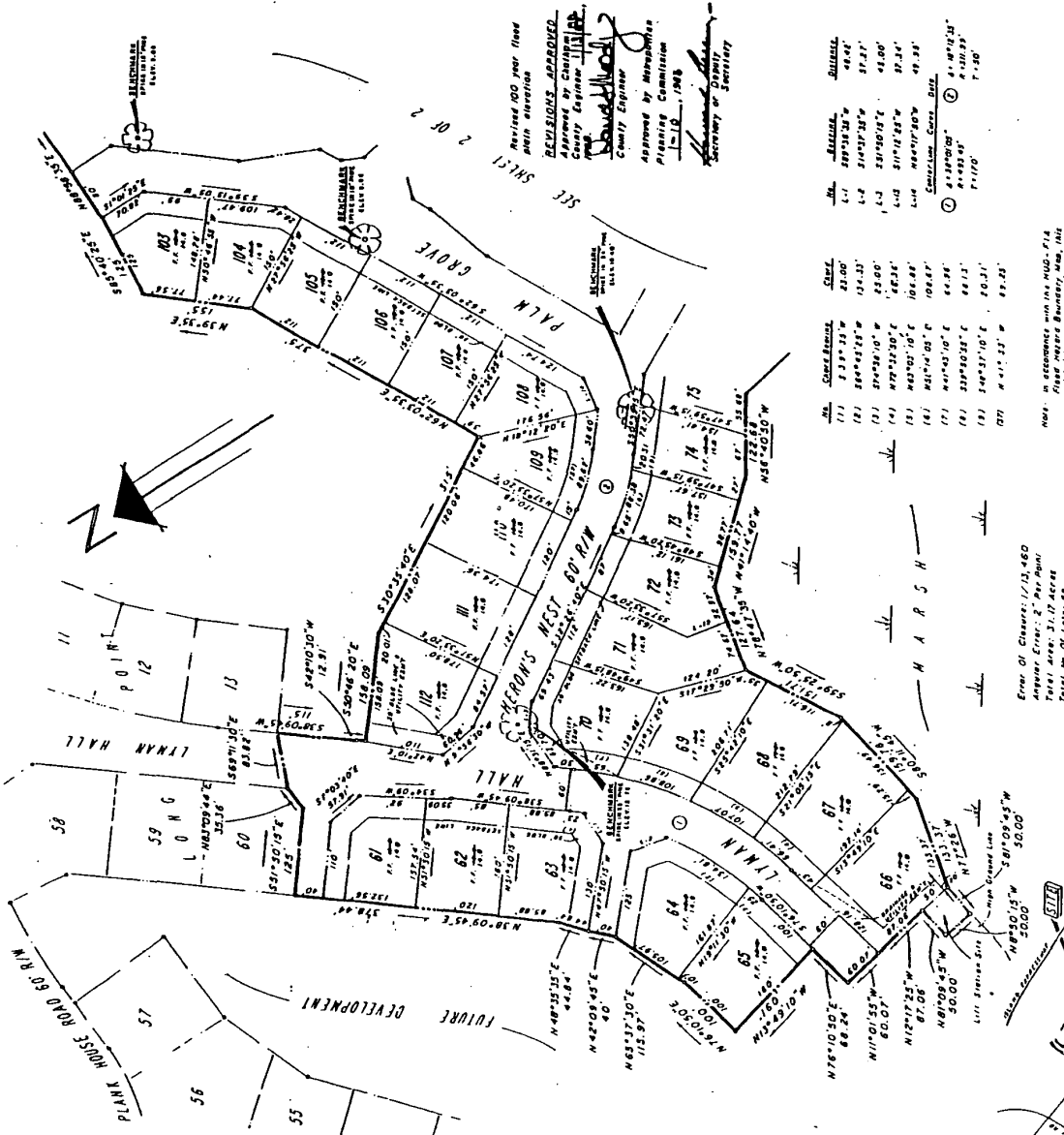


Review 100 year flood  
REGION APPROVED  
Approved by Charlton County Engineer  
*[Signature]*  
Approved by Metropolitan Planning  
Commission *[Signature]*, 1988  
Secretary of County Secretary

LONG POINT  
FIRST ADDITION

Error of Closure: 1/12,460  
Angular Error: 2" Per Point  
Note: In accordance with the M.D. 714  
Survey Manual, Section 101, 102

9/5/37  
192



- 1000' w/ Highway on right*
- GENERAL NOTES:**
1. All lots to have a minimum building set back line of 10 feet.
  2. Lots will have easements on both ends for water.
  3. All corners shown "in" except concrete monuments.
  4. All surveys based on Mean Sea Level Datum.
  5. Standard flow direction of all structures shall be a minimum of 1/40°.
  6. Street centers in the plan are of 40' street widths.
  7. Streets in this subdivision shall be paved by the developer as required by Chatham County and shall have concrete curbs and gutters.
  8. All easements shown are intended to be used for the drainage of water, sewage, gas, telephone, etc., where such is necessary in this subdivision.
  9. All easements shown are imposed by law.
  10. All easements shown are imposed by law.
  11. P.C. indicates finished/flush elevations.
  12. O indicates street address.

Revised 100 year flood plain elevation

**REVISIONS APPROVED**  
Approved by Chatham County Engineer  
*[Signature]*  
County Engineer

**APPROVED**  
Approved by Metropolitan Planning Commission  
*[Signature]*  
Secretary of Planning

No.	Area	Area	Area
1-1	239' 31" W	23' 00"	5512.31
1-2	284' 45" W	124' 33"	3517.25
1-3	274' 28" W	25' 00"	6900.15
1-4	217' 25" E	1' 00"	217.25
1-5	217' 25" E	1' 00"	217.25
1-6	217' 25" E	1' 00"	217.25
1-7	217' 25" E	1' 00"	217.25
1-8	217' 25" E	1' 00"	217.25
1-9	217' 25" E	1' 00"	217.25
1-10	217' 25" E	1' 00"	217.25
1-11	217' 25" E	1' 00"	217.25
1-12	217' 25" E	1' 00"	217.25
1-13	217' 25" E	1' 00"	217.25
1-14	217' 25" E	1' 00"	217.25
1-15	217' 25" E	1' 00"	217.25
1-16	217' 25" E	1' 00"	217.25
1-17	217' 25" E	1' 00"	217.25
1-18	217' 25" E	1' 00"	217.25
1-19	217' 25" E	1' 00"	217.25
1-20	217' 25" E	1' 00"	217.25

Note: in accordance with the H.U.D. FIA  
Flood Hazard Boundary Map, the  
Flood Hazard Boundary Map, the

Error of Closure: 1/12,460  
Angular Error: 2" Per Point  
Total Area: 21,117 acres  
Total No. of Lots: 100

**LONG POINT**  
FIRST ADDITION

A DEVELOPMENT OF LONG POINT PLANTATION, L.T.C.



Faint, illegible text or markings running vertically down the page.

THIRD SUPPLEMENTARY DECLARATION OF COVENANTS AND  
CONDITIONS - FOR LONG POINT SUBDIVISION

BY: BANKERS FIRST  
JUNE 14, 1991

As to Lots 61 through 90	2400 Square feet
As to Lots 91 through 108	2200 Square feet
As to Lots 109 through 113	2400 Square feet
As to Lots 114-115	2200 Square feet
As to Lots 116 through 118	2400 Square feet
As to Lots 119-120	2200 Square feet
As to Lots 43-44-45-46-47 -48-49-50-51	2600 Square feet

As to two story dwellings; a minimum of 1,700 square feet is required on the ground floor and 1,000 square feet on the Second floor. Dwellings of 2-1/2 stories shall be as approved by the architectural committee.

As to lots 25 through 42; a maximum of 2,400 square feet shall apply to one-story dwellings.

The term living area as used herein expressly excludes garages, porches, patios and exterior storage rooms. All dwellings shall provide an enclosed garage (minimum of two standard size automobiles) with paved surface and connected to a street by a driveway with paved surface.

D. Service Area - The planning of the home shall include areas to accommodate air conditioning compressors, garbage cans, the electrical service entrance, and other items that by their nature present an unsightly appearance. The service area or areas should be convenient to the utility service to the site and screened from view by an enclosure that is an integral

part of the site development plan using materials and colors which are harmonious with the home it serves.

- E. Off-Street Parking and Driveways - All homes will have a defined driveway constructed of concrete, asphalt, brick, or other suitable pervious or impervious material. Driveways must not be located closer than eight feet from a side property line at the curb and not closer than five feet at the garage area and should offer off-street parking for at least two automobiles. Where as lot fronts on more than one street, the lot shall be entered from the secondary street.
- F. Garages - Garages should be designed to be compatible with the architecture of the home. Garage doors be of the overhead type and made of wood. Separate doors are desirable to give a minimum exposure of interior contents when one door is open. Open or semi-enclosed carports will not be acceptable. No detached garages will be acceptable unless connected to main house with a covered walkway. No separate accessory building will be permitted. Garage doors are to be closed at all times except when in use. Electric garage door operators should be used.
- G. Fences and Screens - Fences are not permitted to enclose or define property lines of individual homesites. Fences or screens may be used, however, to enclose service areas, patios, swimming pools or other areas requiring privacy. If a fence or screen or other addition is desired, its plans must be submitted to the Architectural Review Board.

(3) Show all dimensions.

- (4) Include door and window sized and/or schedules.
- (5) Shown all attached decks, fences and other appurtances.

#### H. Elevations

- (1) Draw to a scale of  $1/4" = 1'$  with reasonable accuracy.
- (2) Show all exterior views of the house including those which will be partially blocked from view by garages, fences or other parts of the building.
- (3) Indicate all exterior finish materials.
- (4) Shown finished floor elevations and existing and proposed grade lines.
- (5) Show all exterior openings.

#### I. Building Sections

- (1) Draw to a scale of  $1/2" = 1'$ .
- (2) Show a minimum of two building sections which best describe the interior of the house.

3. Submission of Typical Building Materials. Except when the Board specifically elects to waive this requirement, where the colors or materials are known to the Board, both the names of the proposed exterior materials and physical samples will be included or will accompany the application as listed below. An application will not be considered complete without these exterior samples.

- A. Include the name, grade and description of roofing to be used.



- B. Include the name and grade of siding with chosen color applied.
  - C. Any other exterior materials of significance to the design.
4. Fee - A fee of \$50.00 shall be charged for the initial development application for each lot. No additional fee shall be required for resubmission of applications revised in accordance with recommendations made by the Architectural Control Committee. Applications for review of subsequent alterations or additions to existing development shall be subject to a fee of \$50.00.
5. Meetings - The Architectural Review Board will meet to consider applications on a case to case basis. Applicants should submit their application to Vernon H. Nowell, A.I.A., Suite 200, 308 Commercial Drive, Savannah, Georgia 31406. Please allow one week for your application to be reviewed and the Board's response.
6. Architectural Review Board Response - The Board may offer specific suggestions for further study which may resolve the design problems found by the Board. The Board can, however, reject an application based on the professional judgment of its members without citing specifics, for the following reasons among others:
- A. Insufficient information to adequately evaluate the design or design intent.
  - B. Poor overall design quality.
  - C. Incompatible design elements.

- D. Inappropriate design concept or design treatment.
- E. A design found to have an adverse effect on the character of Long Point or its residents.

The Board will not normally comment on or reject a custom-designed home because of its interior elements, except in cases where those features affect the exterior appearance. Observations by the Board may, however, reject the design of speculative houses because of interior design features when in its judgment, the livability of the submitted design does not meet the standards expected of speculative houses at Long Point.

B. Construction

1. Pre-Construction Activities

- A. No lot is to be cleared or construction otherwise started without written approval of the plan for that lot by the Architectural Review Board. Before approval is given, the applicant must sign the Long Point Building Construction agreement in which the applicant agrees to pay for any damages to street, curbs, common areas or adjoining lots occurring during lot clearing, house construction or landscaping. Once the building site has been staked, and before any construction or clearing begins, the applicant must notify the Architectural Review Board to make an inspection. Once the inspection has

been made, the Architectural Review Board will authorize, in writing, that construction may proceed.

- B. Periodic inspections shall be made to determine construction compliance with approved plans and specifications and any material deviation therefrom shall be restrained and reported to the Chatham County Building Inspector's Office.
- C. The builder, lot owner or architect should insure availability of all utilities. An application should be made to Savannah.



154 B/107

Filed For Record At 10:57 O'Clock A M. On The  
7 Day Of MAY 92  
Recorded In Record Book 154-B Folio 107  
On The 7 Day Of MAY 19 92

107

STATE OF GEORGIA  
RICHMOND COUNTY

CLERK SUPERIOR COURT, CHATHAM CO., GA.

RECEIVED FOR RECORD  
1992 MAY -7 AM 10:57

FOURTH  
THIRD SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION

DORIS S STEPHENS  
CLERK, S.C.C.G.A.

THIS SUPPLEMENTARY DECLARATION (The Third) made this 5<sup>th</sup> day of May, 1992, by Bankers First Savings Bank, FSB, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase II, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 12-S, page 53 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985, and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360 and the First Supplementary Declarations dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, and the Second Supplementary Declarations dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, and subject to the covenants, conditions, easements, charges and liens hereinafter set forth in this Third Supplementary Declaration.

RECORDED 05/07/92

## Article 1.

Property Subject to This Third Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Two Hundred One (201) through Two Hundred Thirty-Three (233) of Phase II of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 12-S, page 53 of the Chatham County real estate records.

## Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provision, covenants and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339 through 369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Third Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 12-S, page 53, known as Phase II of Long Point Subdivision.

Article III, Section 5. is amended to include the following:

As to lots 201 through 223	2,200 square feet
As to lots 224 through 233	2,400 square feet

As to the above numbered lots, the following requirements shall apply to two story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be as approved by the Architectural Review Board.

Article III, Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line, or nearer to a side street line, than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90.

Article III Section 18 is added to provide as follows:

Section 18. Docksites.

The following additional provisions apply to lots numbered 224-233 inclusive.

The owners of these lots may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property in the direction of Grays Creek. After receipt of the governmental approvals, the deck, walkway, and dock will also be subject to the approval of the Architectural Review Board as to design and materials. The following structures shall not be permitted in or on the deck, walkway, or the dock: boat houses, boat hoists, or any other device used to remove boats from the water.

Lighting on the deck, walkway, dock, or adjacent shoreline must be directed toward the ground and will be kept to a minimum. Sodium vapor lights will not be permitted nor will flood lights or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timer, but must be manually cut on and off for each use. Lights may not be left on overnight.

Article III Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon No. 1, lots 207-213, inclusive and Lagoon #2 lots 221-223, inclusive and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts or any other watercraft are allowed on the lagoons. No swimming, diving or bathing shall be allowed in the lagoons.



The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

This Section 19 may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five (75%) percent of the Owners of lots containing that lagoon and the Developer Successor or Declarant as long as it has interest in developing the property as defined in Article I, Section 3, hereof. Any amendment must be recorded.

IN WITNESS WHEREOF, Bankers First Savings Bank, FSB, has caused these presents to be executed by its proper officers and its seal affixed on this 5th day of May, 1992.

BANKERS FIRST SAVINGS BANK, FSB

By: [Signature]  
As its President

Attest By: [Signature]  
As its Secretary



Executed in our presence on the day and year above written.

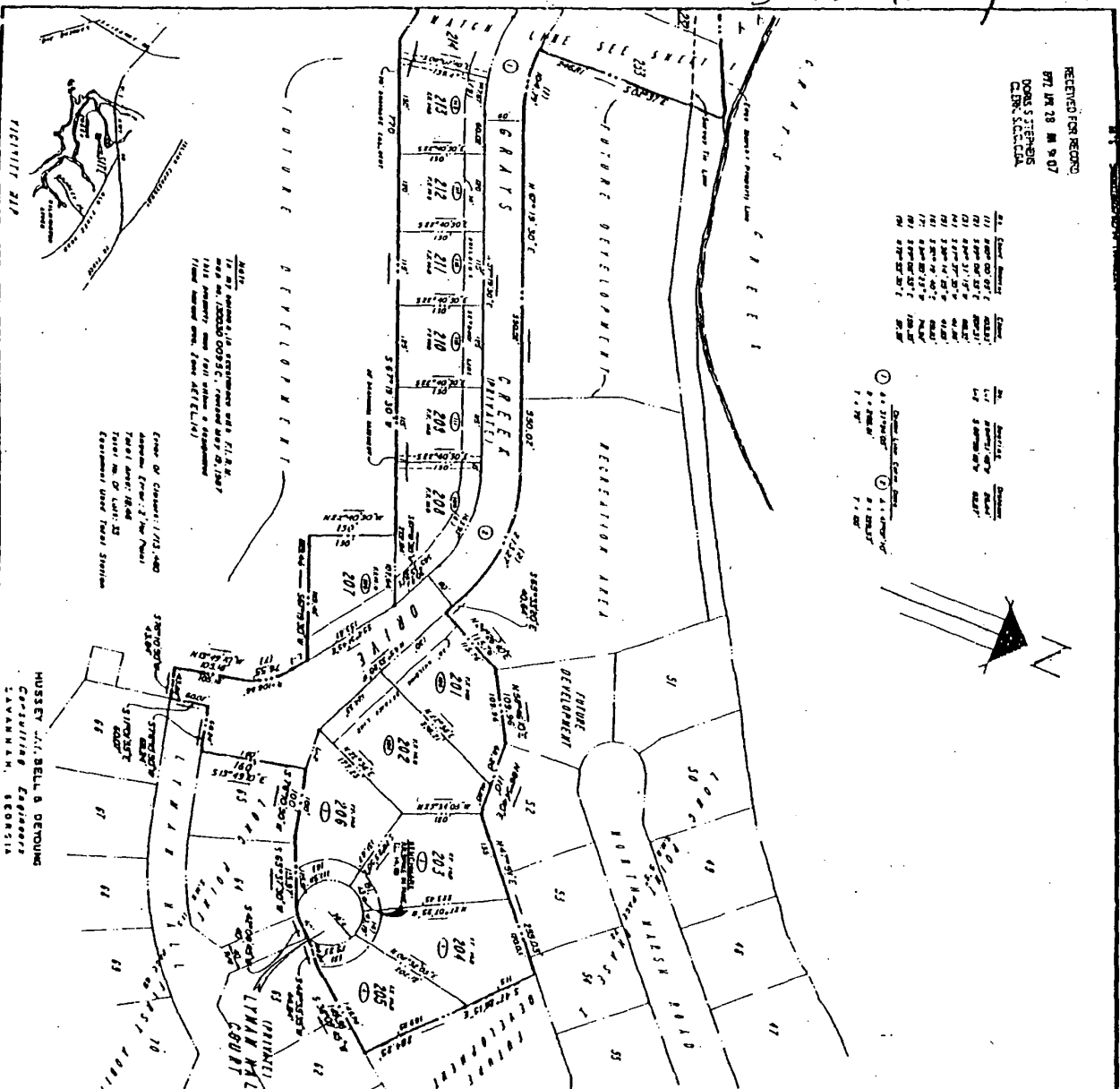
[Signature]  
Witness

[Signature]  
ZETTA P. GASKIN  
Notary Public  
My Commission Expires:  
PUBLIC  
COVENANT, 727  
RICHMOND CO., GA.  
Notary Public, Richmond County, Georgia  
My Commission Expires July 21, 1995

SUB 12-5/53

RECEIVED FOR RECORD  
 BY JAN 28 AM 9:07  
 DONALD STEPHENS  
 CLERK, S.C.E.C.A.

PL. Cont. Amount	Area	PL. Cont. Amount	Area
100	100	100	100
200	200	200	200
300	300	300	300
400	400	400	400
500	500	500	500
600	600	600	600
700	700	700	700
800	800	800	800
900	900	900	900
1000	1000	1000	1000



HUSSEY, J.L. BELL & DEVOUNG  
 Consulting Engineers  
 LAWRENCE, GEORGIA

BEING A PORTION OF THE GOETT TRACT,  
 WHEATMANSH ISLAND, CHATTAHOOCY COUNTY, GEORGIA  
 PHASE II  
 LONG POINT

*James M. Bell*  
 JAMES M. BELL  
 No. 2240  
 STATE OF GEORGIA  
 JAN 28 1992

GENERAL NOTES:  
 1. All streets, right-of-way, easements, and any other...  
 2. All lots shall be shown on...  
 3. All streets shown...  
 4. All easements shown...  
 5. All other...  
 6. All...  
 7. All...  
 8. All...  
 9. All...  
 10. All...  
 11. All...  
 12. All...

Approved by...  
 Approved by Administration Planning Commission...  
 Approved by...  
 Approved by...

Approved By Chatham County Engineer April 27, 1992

Henry J. Jones  
County Engineer

Approved For Chatham County Health Department - Environmental Health Division April 15, 1991

Shuble A. Baling  
Director

Approved By Metropolitan Planning Commission April 27, 1992

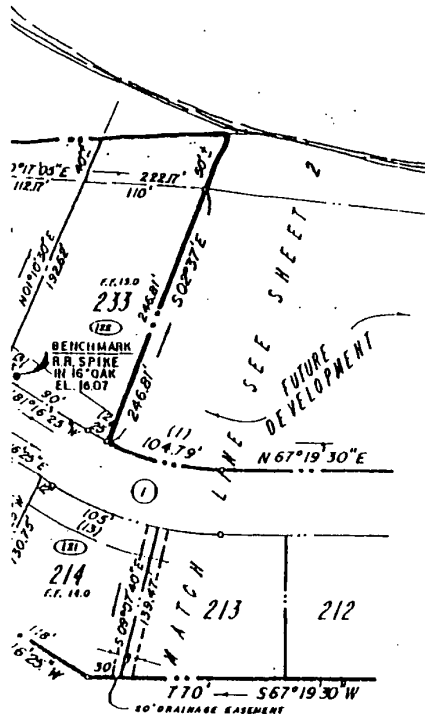
Howard Seaman  
Secretary for/Deputy Secretary

Approved in Open Court this 24 Day of April, 1992

Robert G. Goo  
Chairman, County Commission  
ATTEST Shirley L. Hillman  
Clerk

All streets, rights-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

James M. Sims  
(Owner or Attorney) as Agent



GENERAL NOTES:

1. All lots to have a minimum building set back line as indicated.
2. Lots will have easement on side and/or rear as shown.
3. All corners shown "a" indicate concrete monuments.
4. All elevations based on Mean Sea Level Datum.
5. Finished floor elevation of all structures shall be a minimum of 140 feet Mean Sea Level in order to comply with the 100-year flood plain in accordance with F.I.R.M. dated May 19, 1987.
6. Streets in this subdivision shall be paved by the developer as required by Chatham County and shall have concrete curbs and gutters.
7. Sanitary sewer and water to be connected to existing City Of Savannah system.
8. All easements shown are intended to be used for the installation of utilities by Chatham County, Savannah Electric & Power Co., Southern Bell, Savannah Gas Co, and Cablevision Of Savannah.
9. All interior lot corners are marked by iron pipes.
10. F.F. indicates finished floor elevation.
11. (O) indicates street address.
12. Street markers to be placed at all street intersections.

I certify that all angles, bearings, measurements of courses and distances and monument locations are correct as shown and have been proved by land survey.

In my opinion, this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1978 and is suitable for recording.

James M. Sims  
JAMES M. SIMS  
GA. REG. NO. 2280



13. Streets within this subdivision are to be private and maintained by the Long Point Plantation Homeowners Association and shall not become the responsibility of Chatham County.

14. The developer shall install sidewalks along both sides the entire length of Grays Creek Drive and Lyman Hall Court in accordance with the Chatham County Subdivision Regulations.

# LONG POINT PHASE II

BEING A PORTION OF THE GOETTE TRACT,  
WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

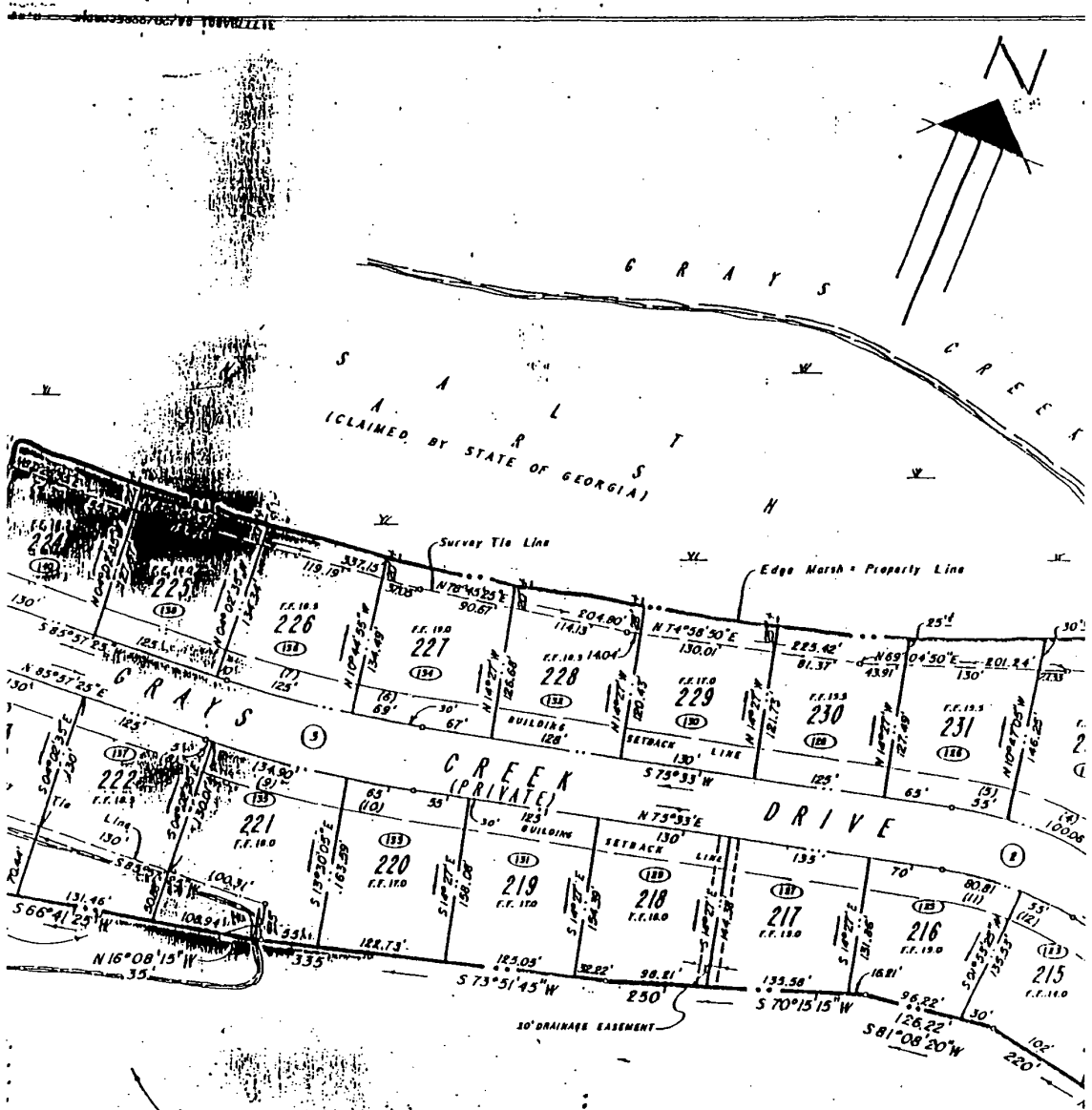
F.R.M.  
19, 1987  
engled

NG

Scale: 1" = 100' S.M.B.

Page

125 53 Sheet 1 of 2  
Date: August 23, 1991

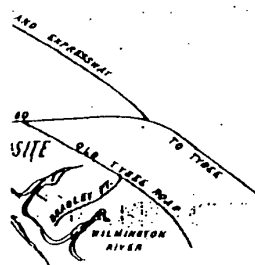


Center Line Curve Data

1	A = 31°24'05"	3	A = 10°04'45"
	R = 266.81'		R = 1098.17'
	T = 75'		T = 100'
2	A = 25°10'35"		
	R = 363.76'		
	T = 75'		

Error Of Closure: 1/13,460  
 Angular Error: 2" Per Point  
 Total Area: 18.46'  
 Total No. Of Lots: 33  
 Equipment Used: Total Station

**Note:**  
 In my opinion, in accordance with map no. 130030 0095C, revised this property does fall within a flood hazard area, Zone AE (EL.

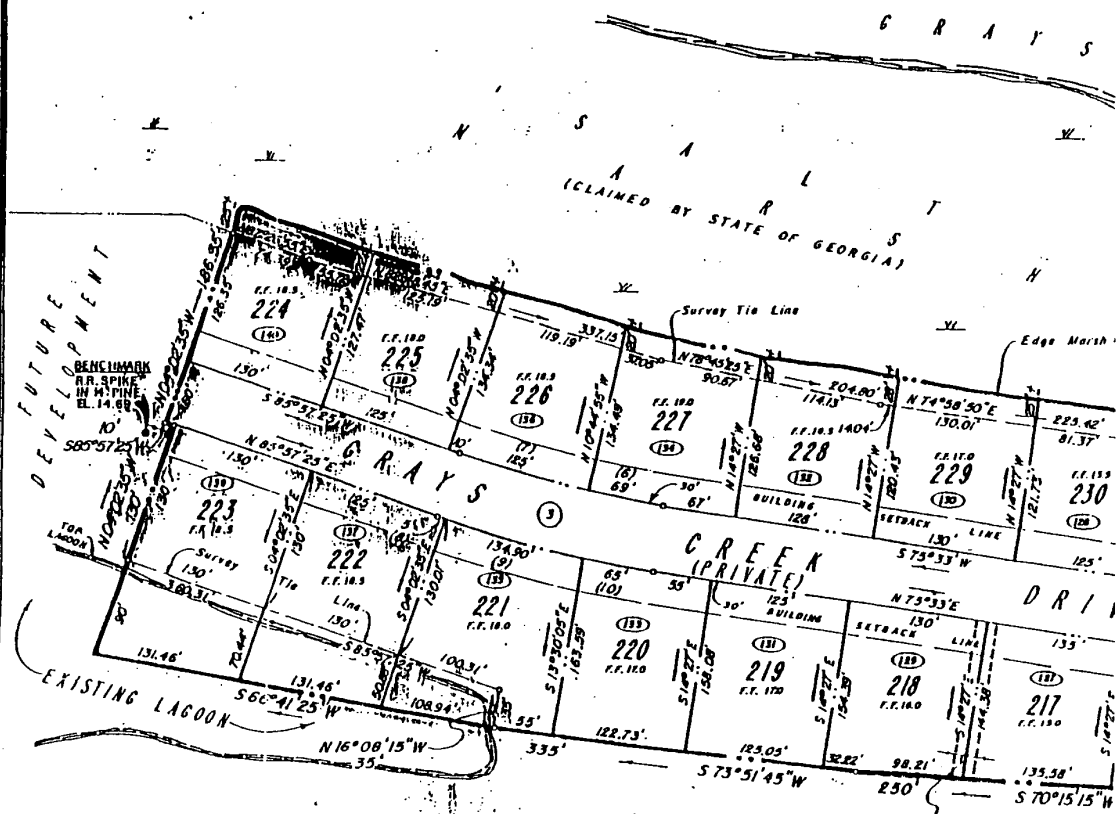


"AN ENVIRONMENTAL SITE ASSESSMENT WAS CONDUCTED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE CHATHAM COUNTY ENGINEERING POLICY. BASED ON THIS ASSESSMENT IT IS UNLIKELY THAT A LANDFILL OR OTHER ENVIRONMENTALLY DANGEROUS SITUATION EXISTS ON THIS SITE".

HUSSEY, GAY, BELL & DE  
 Consulting Engine  
 SAVANNAH, GEOR

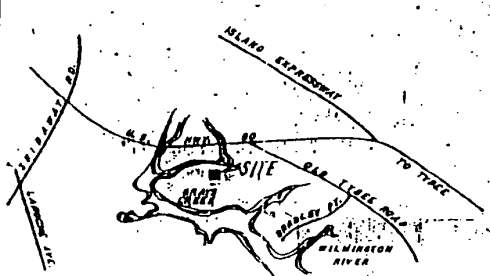
VITY MAP

RECEIVED FOR RECORD  
 1972 APR 28 AM 9:07  
 DORIS S STEPHENS  
 CLERK, S.C.C.C.O.A.



No.	Chord Bearing	Chord
(1)	N 80° 02' 24" E	103.93'
(2)	N 81° 17' 44" N	24.98'
(3)	N 81° 34' 10" N	3.00'
(4)	N 89° 14' 30" N	99.88'
(5)	S 79° 31' 43" W	54.98'
(6)	S 77° 24' 05" W	68.90'
(7)	S 82° 36' 14" W	124.93'
(8)	N 83° 49' 45" E	5.00'
(9)	N 82° 16' 35" E	134.82'
(10)	N 77° 12' 05" E	64.95'
(11)	N 82° 26' 45" E	80.82'
(12)	S 83° 58' 00" E	54.94'
(13)	N 88° 35' 30" E	104.45'

Center Line Curve Data	
(1) A = 31° 24' 05"	(3) A = 10° 24' 25"
R = 266.81'	R = 1098.17'
T = 73'	T = 100'
(2) A = 25° 10' 35"	
R = 385.76'	
T = 73'	



VICINITY MAP

Not in map this 100x  
 Error Of Closure: 1/13,460  
 Angular Error: 2" Per Point  
 Total Area: 18.46'  
 Total No. Of Lots: 33  
 Equipment Used: Total Station

"AN ENVIRONMENTAL SITE ASSESSMENT WAS CONDUCTED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE CLATHAN COUNTY ENGINEERING POLICY. BASED ON THIS ASSESSMENT IT IS UNLIKELY THAT A LANDFILL OR OTHER ENVIRONMENTALLY DANGEROUS SITUATION EXISTS ON THIS SITE."



RECEIVED FOR RECORD

1993 FEB 23 AM 10:19

STATE OF GEORGIA ) DORIS S. STEPHENS  
RICHMOND COUNTY ) CLERK, S.C.C.G.A.

1589/569

FIFTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION

THIS SUPPLEMENTARY DECLARATION (The Fifth) made this 18th day of February, 1993, by Bankers First Community Development Corporation, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase III, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 13-S, page 11 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located thereon, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary

CLERK SUPERIOR COURT, CHATHAM COUNTY, GA.

FILED FOR RECORD AT 10:19 AM FEB 23 1993  
RECORDED IN BOOK 158-8 PAGE 569  
ON THE 23rd DAY OF FEBRUARY 1993

1004459669E

579

Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Fifth Supplementary Declaration.

Article 1.

Property Subject to This Fifth Supplementary Declaration:

The covenants and conditions hereby imposed are applicable to Lots Numbered Two Hundred Thirty-Eight (238) through Two Hundred Sixty (260) of Phase III of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 13-S, page 11 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Fifth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:



Article I. Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 13-S, page 11, known as Phase III of Long Point Subdivision.

Article III. Section 5. is amended to include the following:

As to lots 251 through 260                    2,200 square feet

As to lots 238 through 250                    2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III. Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

572

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111.

Article III, Section 18 is added to provide as follows:

Section 18. Docksites.

The following additional provisions apply to lots numbered 238-250 inclusive.

The owners of these lots may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property. After receipt of the governmental approvals, the deck, walkway, and dock will also be subject to the approval of the Architectural Review Board as to design and materials. The following structures shall not be permitted in or on the deck, walkway, or the dock: boat houses, boat hoists, or any other device used to remove boats from the water. Lighting on the deck, walkway, dock, or adjacent shoreline must be directed toward the ground and will be kept to a minimum. Sodium vapor lights will not be permitted nor will flood lights or large incandescent bulbs having a wattage in excess of 150 watts.

Lights may not be on automatic timer, but must be manually cut on and off for each use. Lights may not be left on overnight.

Article III, Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon #2, lots 251-260 inclusive and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non-exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways, or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon, and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights, or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts, or any other watercraft are allowed on the lagoons. No swimming,

diving, or bathing shall be allowed in the lagoons.

574 The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

This Section 19 may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five percent (75%) of the Owners of lots containing that lagoon and the Developer Successor or Declarant as long as it has interest in developing the property as defined in Article I, Section 3, hereof. Any amendment must be recorded.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 18th day of February, 1993.

BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION

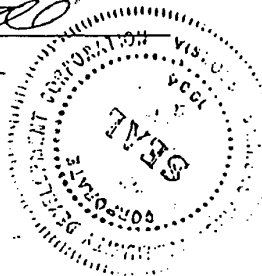
By: [Signature]  
As Its [Title]

Attest By: [Signature]  
As Its Secretary

Executed in our presence on the day and year above written.

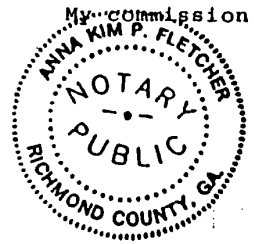
[Signature]  
Witness

[Signature]  
Notary Public



My Commission Expires:

Notary Public, Richmond County, Georgia  
My Commission Expires April 8, 1996



0114 JMS

Approved by Chatham County Engineer \_\_\_\_\_ 1993

*David J. Brown*  
County Engineer

Approved For Chatham County Health Department - Environmental Health Division Nov 19, 1992

*William J. Dilling*  
Director

Approved By Metropolitan Planning Commission 2-12-1993

*Thomas H. ...*  
Secretary / or / Deputy Secretary

Approved in Open Court This 29<sup>th</sup> Day of January 1993

*Carl E. ...*  
Chairman, County Board of Commissioners  
ATTEST *Spencer ...*

All streets, rights-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

*James M. Sims*  
(Owner or Attorney as Agent)

GENERAL NOTES:

1. All lots to have a minimum building set back line as indicated.
2. Lots will have easement on side and/or rear as shown.
3. All corners shown "o" indicate concrete monuments.
4. All elevations based on Mean Sea Level Datum.
5. Finished floor elevation of all structures shall be a minimum of 14.0 feet Mean Sea Level in order to comply with the 100 year flood plain in accordance with F.I.R.M. dated May 19, 1987.
6. Streets in this subdivision shall be paved by the developer as required by Chatham County and shall have concrete curbs and gutters.
7. Sanitary sewer and water to be connected to existing City Of Savannah system.
8. All easements shown are intended to be used for the installation of utilities by Chatham County, Savannah Electric & Power Co., Southern Bell, Savannah Gas Co., and Cablevision Of Savannah.
9. All interior lot corners are marked by iron pipes.
10. F.F. indicates finished floor elevation.
11. O indicates street address.
12. Street markers to be placed at all street intersections.

I certify that all angles, bearings, measurements of courses and distances and monument locations are correct as shown and have been proved by land survey

In my opinion, this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1978 and is suitable for recording.

*James M. Sims*  
JAMES M. SIMS  
S.A. REG. NO. 2280

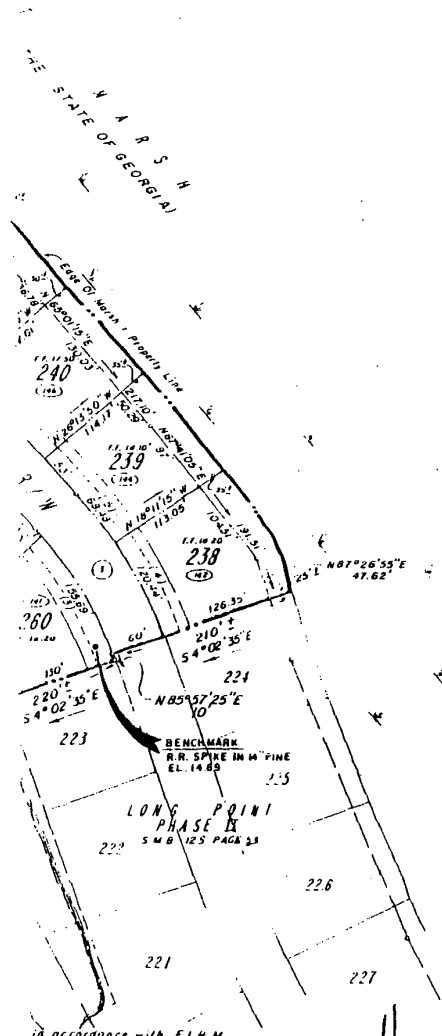
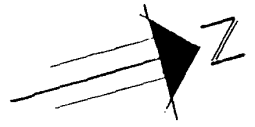


13. The developer shall install sidewalks along both sides of the entire length of Grays Creek Drive in accordance with the Chatham County Subdivision Regulations.
14. Streets and drainage within this subdivision are to be private and maintained by the Long Point Plantation Homeowners Association and shall not become the responsibility of Chatham County.
15. In accordance with the streetlighting ordinance of Chatham County, the lots in this subdivision are being combined with the existing Long Point streetlighting district by virtue of the recording of this plat. The initial annual assessment amount is \$ 24.00.

# LONG POINT PHASE III

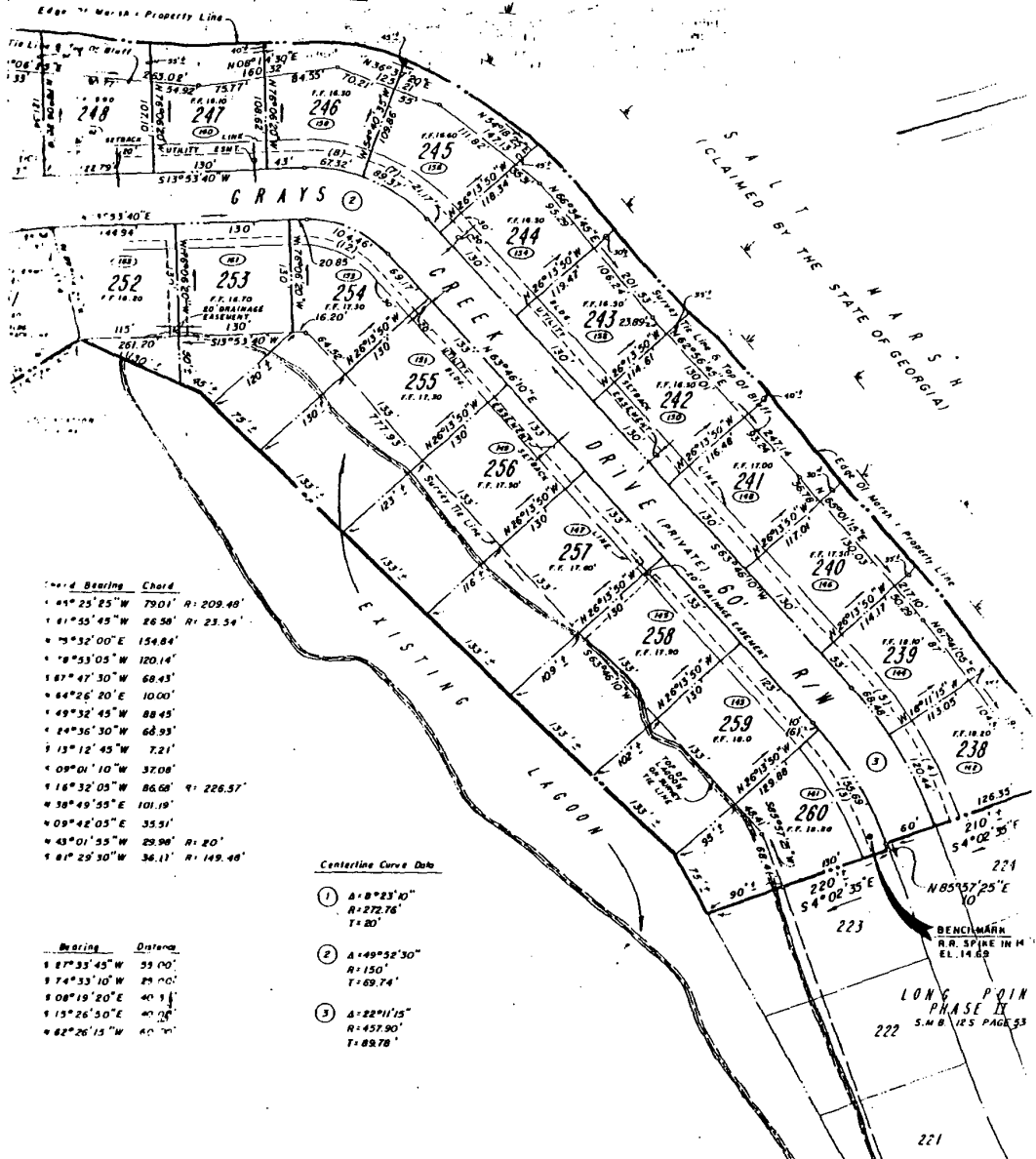
BEING A PORTION OF THE GOETTE TRACT,  
WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

Scale: 1"=100' S.M.B. 135 Page 11 Date: Sept. 1, 1992



In accordance with F.I.R.M. 0095C, revised May 19, 1987, these lots fall within a designated Flood Hazard Zone AE (EL. 14).

B DEYOUNG  
Engineers  
GEORGIA



Bearing Chord

45° 25' 25" W	79.01'	R: 209.48'
81° 55' 45" W	26.50'	R: 23.34'
75° 32' 00" E	154.84'	
8° 53' 05" W	120.14'	
87° 47' 30" W	68.43'	
84° 26' 20" E	10.00'	
49° 32' 45" W	88.45'	
24° 36' 30" W	68.93'	
13° 12' 45" W	7.21'	
09° 01' 10" W	37.00'	
16° 32' 05" W	86.06'	R: 226.57'
38° 49' 55" E	101.19'	
09° 42' 05" E	35.51'	
43° 01' 55" W	29.90'	R: 20'
81° 29' 50" W	36.11'	R: 149.48'

Bearing Distance

87° 35' 45" W	59.00'
74° 33' 10" W	29.00'
80° 19' 20" E	40.11'
15° 26' 50" E	40.26'
42° 26' 15" W	40.70'

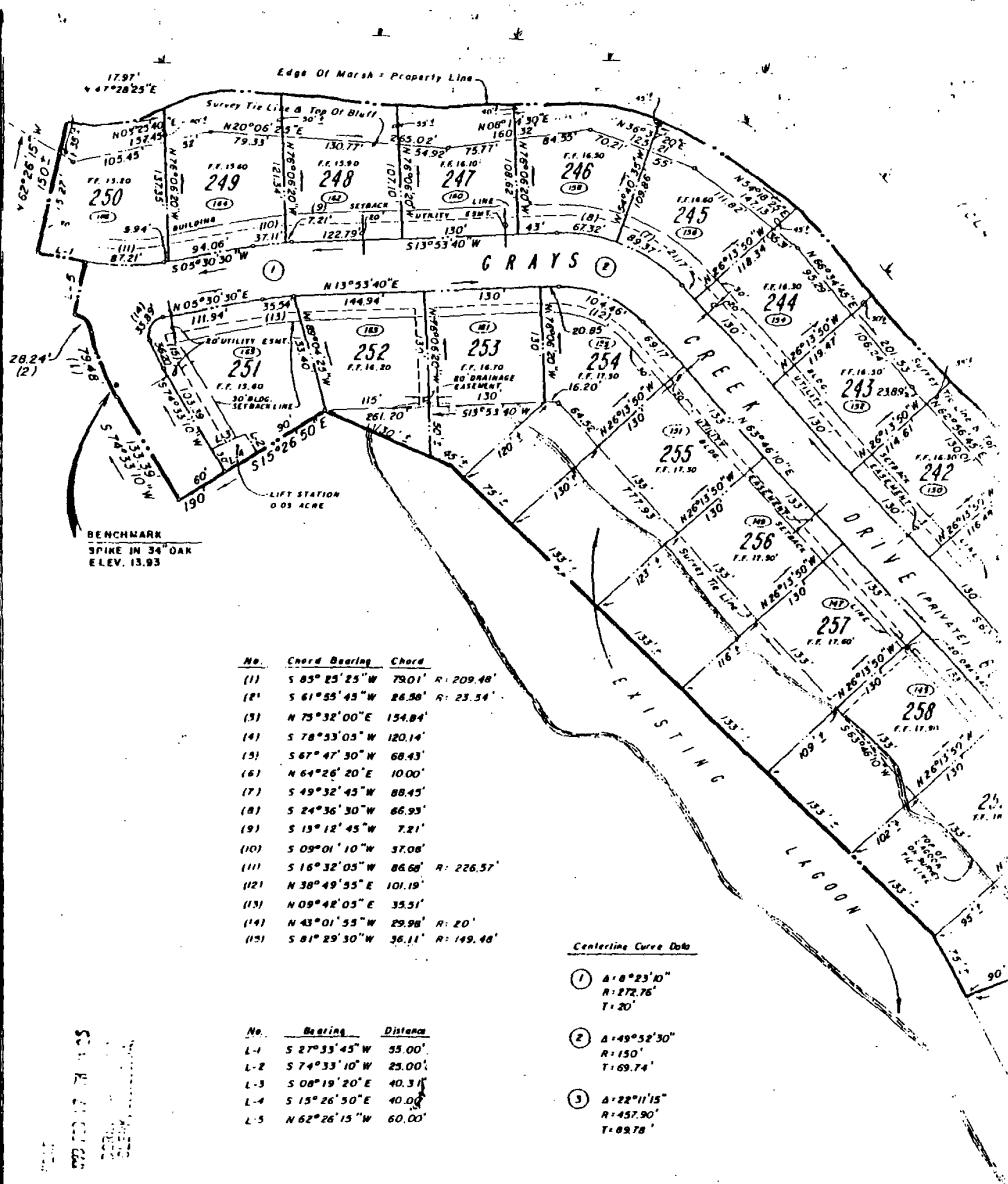
- Centerline Curve Data
- 1 Δ: 0° 23' 10" R: 272.76' T: 1.80'
  - 2 Δ: 49° 52' 30" R: 150' T: 69.74'
  - 3 Δ: 22° 11' 15" R: 457.90' T: 89.78'

Error Of Closure: 1/13,460  
 Angular Error: 2" Per Point  
 Total Area: 11.20 Acres  
 Total No. Of Lots: 23  
 Equipment Used: Total Station

Note:  
 In my opinion, in accordance with F.I.R.M. map no. 130174-0095C, revised May 19, 1987 this property does fall within a designated flood hazard area, Zone AE (EL. 14).

"AN ENVIRONMENTAL SITE ASSESSMENT WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE JEFFERSON COUNTY ENGINEERING POLICY. BASED ON THIS ASSESSMENT, IT IS CONCLUDED THAT A LANDFILL OR OTHER ENVIRONMENTAL HAZARD SITUATION EXISTS ON THIS SITE."

HUSSEY, GAY, BELL & DEYOUNG  
 Consulting Engineers



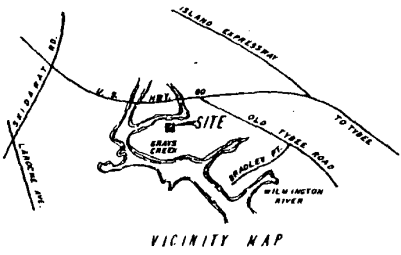
BENCHMARK SPIKE IN 3" OAK ELEV. 13.93

No.	Chord Bearing	Chord
(1)	S 85° 25' 25" W	79.01' R: 209.40'
(2)	S 61° 55' 45" W	84.30' R: 23.54'
(3)	N 75° 32' 00" E	154.84'
(4)	S 78° 53' 05" W	120.14'
(5)	S 67° 47' 30" W	68.43'
(6)	N 64° 26' 20" E	10.00'
(7)	S 49° 32' 45" W	88.45'
(8)	S 24° 36' 30" W	66.93'
(9)	S 15° 12' 45" W	7.21'
(10)	S 09° 01' 10" W	37.08'
(11)	S 16° 32' 05" W	86.60' R: 226.57'
(12)	N 38° 49' 55" E	101.19'
(13)	N 09° 48' 05" E	35.51'
(14)	N 43° 01' 55" W	29.98' R: 20'
(15)	S 81° 29' 30" W	36.11' R: 149.40'

Centering Curve Data

- ① A: 0° 23' 00" R: 272.76' T: 20'
- ② A: 49° 59' 30" R: 150' T: 69.74'
- ③ A: 22° 11' 15" R: 457.90' T: 69.78'

No.	Bearing	Distance
L-1	S 27° 33' 45" W	55.00'
L-2	S 74° 33' 10" W	23.00'
L-3	S 08° 19' 20" E	40.11'
L-4	S 15° 26' 30" E	40.00'
L-5	N 62° 26' 15" W	60.00'



Error Of Closure: 1/13,460  
 Angular Error: 2" Per Point  
 Total Area: 11.20 Acres  
 Total No. Of Lots: 23  
 Equipment Used Total Station

Note:  
 In my map no this pro flood n

"AN ENVIRONMENTAL SITE ASSESSMENT WAS CONDUCTED IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE CLATSOP COUNTY ENGINEERING POLICY. BASED ON THIS ASSESSMENT IT IS UNLIKELY THAT A HAZARDOUS OR OTHER ENVIRONMENTALLY DANGEROUS SITUATION EXISTS ON THIS SITE."

HUSSEY, G.A.  
 CONSULTANT  
 CLATSOP COUNTY





PHY  
162-0/1

Filed For Record At 11:35 O'Clock A M. On The  
1 Day Of Oct, 1993  
Recorded in Record Book 162-0 Folio 1

RECEIVED FOR RECORD  
93 OCT -1 AM 11:35  
DORIS S STEPHENS  
CLERK, S.C.C.G.A.

STATE OF GEORGIA )  
RICHMOND COUNTY )  
CLERK SUPERIOR COURT, CHATHAM CO., GA.

**SIXTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION**

1

THIS SUPPLEMENTARY DECLARATION (The Sixth) made this  
30th day of September, 1993, by Bankers First Community  
Development Corporation, hereinafter referred to as Successor  
Declarant.

**WITNESSETH**

WHEREAS, Successor Declarant is the owner of that certain  
tract of land located in Chatham County, Georgia known as Phase IV,  
Long Point Subdivision, a map of which is of record with the Clerk  
of Superior Court for said County in Subdivision Map Book 13-S,  
page 54 to which map express reference is made for better  
locating and describing the properties subordinated to these  
Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that  
the said Long Point Subdivision, and each lot located therein,  
together with such additions as may hereafter be made thereto as  
provided in Article 1, shall be held, transferred, sold, conveyed,  
and occupied subject to the covenants, conditions, easements,  
charges, and liens set forth in the "Declaration of Covenants and  
Conditions for Long Point Subdivision" (Declaration) dated  
March 29, 1985 and of record with the Clerk of Superior Court of  
Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the  
First Supplementary Declaration dated March 29, 1985, recorded in

408E48A001 10/01/93TOTAL 15.00

Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Sixth Supplementary Declaration.

Article 1.

Property Subject to This Sixth Supplementary Declaration:

The covenants and conditions hereby imposed are applicable to Lots Numbered Two Hundred Sixty-One (261) through Two Hundred Ninety (290) of Phase IV of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 13-S, page 54 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Sixth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby EFFECTED:

4

effected;

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 13-S, page 54, known as Phase IV of Long Point Subdivision.

Article III, Section 5. is amended to include the following:

As to lots 261 through 283	2,200 square feet
As to lots 284 through 290	2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III, Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, and the Fifth Supplementary Declaration of Covenants dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574.

Article III. Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon #2, lots 269-274 and Lagoon #3, lots 261-266, 275-282 inclusive and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non-exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area

around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways, or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon, and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights, or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts, or any other watercraft are allowed on the lagoons. No swimming, diving, or bathing shall be allowed in the lagoons.

The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

This Section 19 may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five percent (75%) of the Owners of lots containing that lagoon and the Developer Successor or Declarant as long as it has interest in developing the property as defined in Article I, Section 3, hereof. Any amendment must be recorded.

Article III, Section 20 is added to provide as follows:

Section 20. Prohibition Against Marsh Construction.

The following additional provision applies to lots 283-290 inclusive.

No walkway, patio, dock, platform, deck, fence, gazebo, building or any other structure shall be constructed beyond the property line of any lot.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 30th day of September, 1993.

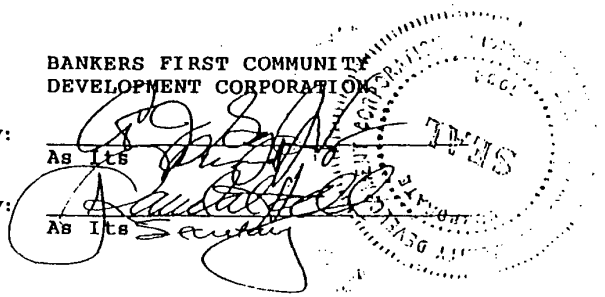
BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION

By:

As Its

Attest By:

As Its



Executed in our presence on the day and year above written.

Letta P. Garrett

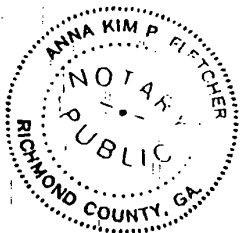
Witness

Anna Kim P. Fletcher

Notary Public

My commission Expires:

Notary Public, Richmond County, Georgia  
My Commission Expires April 8, 1998



CENTER LINE CURVE DATA  
 ① DELTA = 19° 47' 30" RADIUS = 573.20' TANGENT = 100'  
 ② DELTA = 54° 30' 20" RADIUS = 97.07' TANGENT = 50'  
 ③ DELTA = 19° 29' 25" RADIUS = 469.21' TANGENT = 80.89'

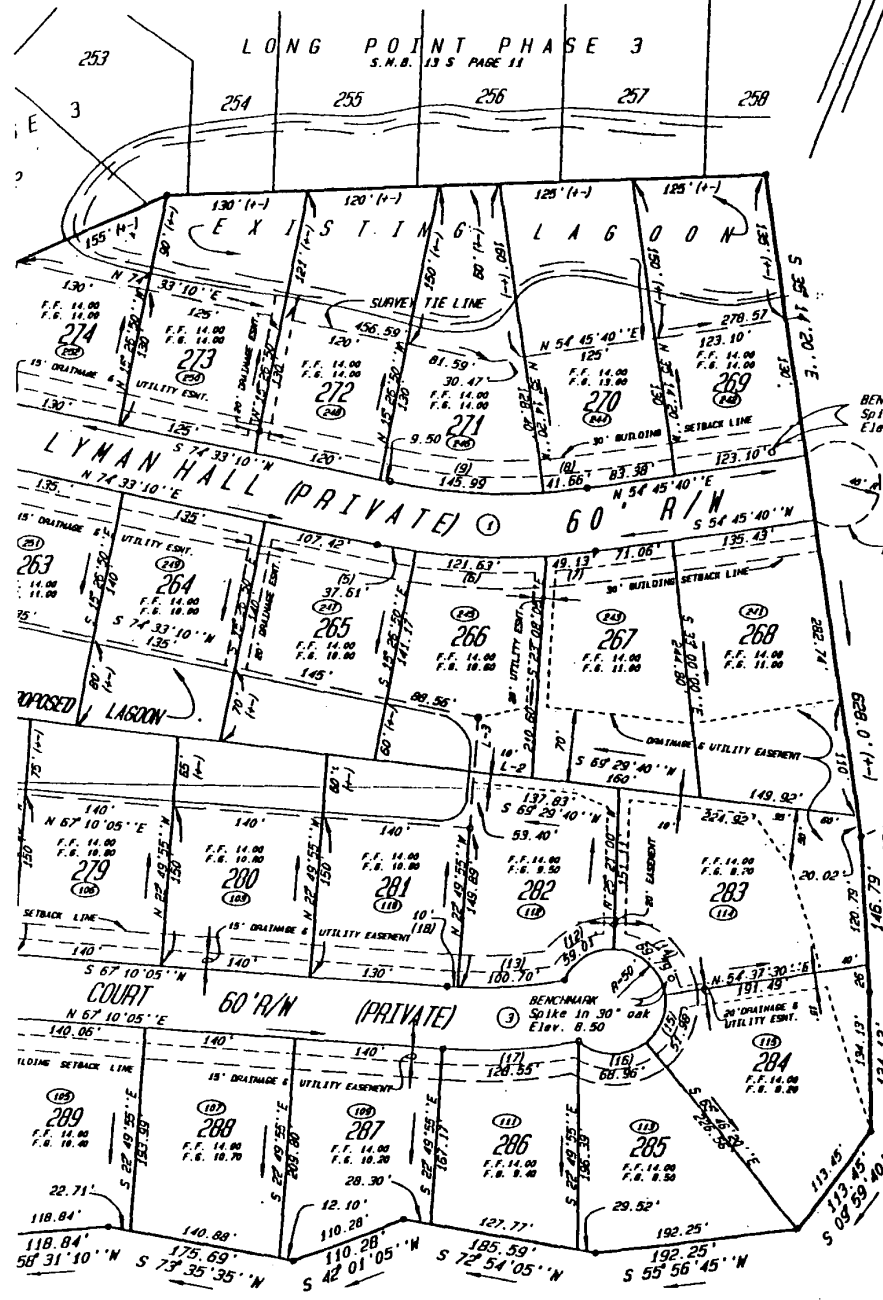
Approved By  
*Ray J. Z*  
 County Engineer

Approved For Ch.  
 Health Division,  
*Shubert*  
 Director

Approved By Metr  
*James P.*  
 Secretary / or / Deputy

Approved In Oper  
*John E. M.*  
 Chairman, County Commis  
 ATTES  
*Spitzer*  
 Clerk

All streets, right-o  
 as noted on this pl



- GENERAL NOTES:
1. All lots to hav
  2. Lots will have
  3. All corners shc
  4. All elevations
  5. Finished floor the minimum ele order to comply
  6. Streets in this quired by Chath
  7. Sanitary sewer Savannah systea
  8. Drainage featur within steel r
  9. All interior lo
  10. F.F. indicates floor garage.
  11. Street markers
  12. All easements s of utilities by Southern Bell, S
  13. Based on an env with Chatham Co or other enviro
  14. In my opinion, i revised May 19, flood hazard ar
  15. In accordance w a streetlightin, the recording o, assessment amou
  16. Streets and dra Point Plantatio, responsibility o
  17. The developer s, Creek Drive, Gr, accordance with
  18. ○ indicates s
  19. The owners of t, be responsible

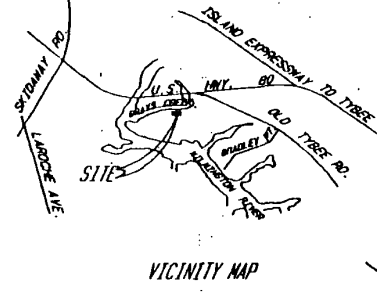
Error Of Closure: 1/13, 460  
 Angular Error: 2" Per Point  
 Total Area: 21.22 Acres  
 Total No. Of Lots: 30  
 Equipment Used: Total Station

HUSSEY, GAY, BELL & DEYOUNG  
 Consulting Engineers  
 SAVANNAH, GEORGIA

Scale: 1"=100'

RECEIVED FOR RECORD  
 93 SEP 30 AM 11:33  
 JORIS S STEPHENS  
 CLERK, S.C.C.G.A.

① DELTA = 1  
 RADIUS =  
 TANGENT =

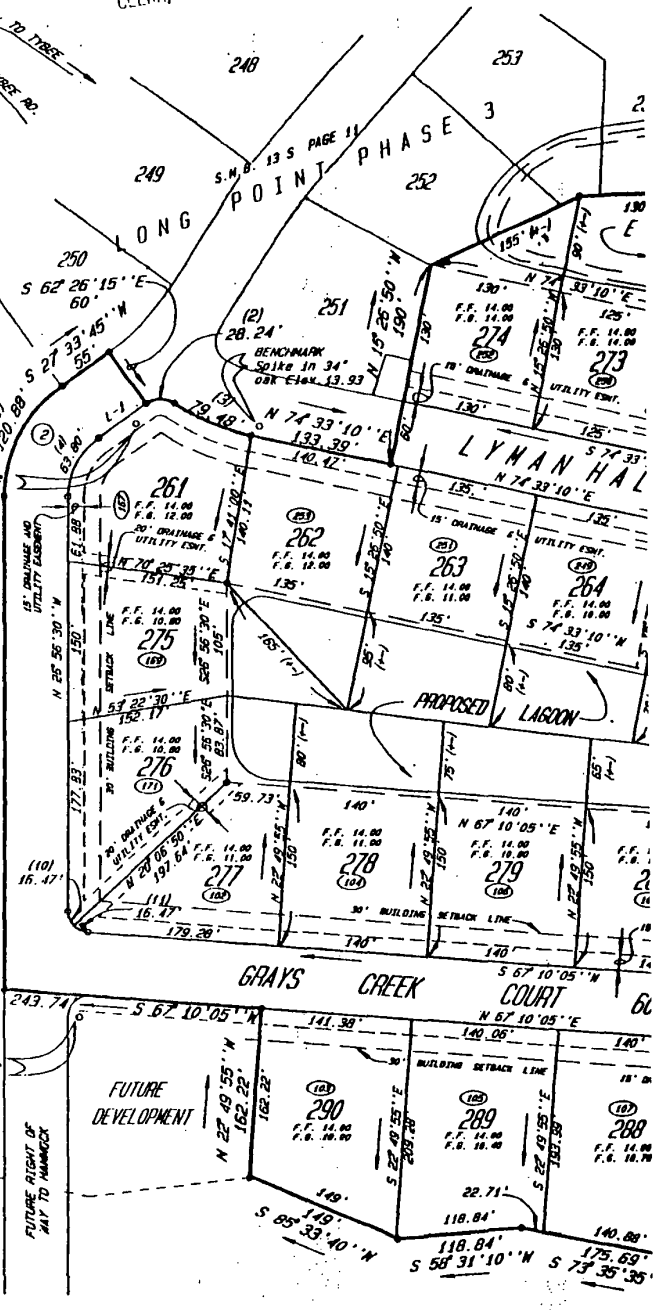


NO.	CHORD BEARING	DISTANCE	RADIUS
(1)	N 00° 18' 40" E	116.37'	127.07'
(2)	N 61° 55' 45" E	26.50'	23.54'
(3)	N 86° 25' 25" E	79.01'	209.48'
(4)	N 00° 18' 40" E	51.42'	67.07'
(5)	N 72° 46' 00" E	37.60'	603.20'
(6)	N 65° 12' 15" E	121.42'	603.20'
(7)	N 57° 05' 40" E	49.12'	603.20'
(8)	S 56° 57' 30" W	41.65'	543.20'
(9)	S 66° 51' 15" W	145.55'	543.20'
(10)	N 46° 21' 25" W	15.97'	20.00'
(11)	S 86° 35' 15" W	15.97'	20.00'
(12)	S 30° 50' 25" W	55.64'	50.00'
(13)	S 59° 17' 45" W	100.49'	439.21'
(14)	N 75° 21' 50" W	64.26'	50.00'
(15)	N 05° 35' 25" W	49.67'	50.00'
(16)	N 63° 42' 15" E	63.62'	50.00'
(17)	N 59° 47' 30" E	129.20'	499.21'
(18)	N 66° 31' 00" E	10.00'	439.21'

NO.	BEARING	DISTANCE
L-1	N 27° 33' 45" E	15.00'
L-2	S 69° 29' 40" W	57.83'
L-3	N 22° 49' 55" W	42.91'

GRAYS CREEK DRIVE (PRIVATE) 60' R/W  
 N 25° 56' 30" W  
 465.60'

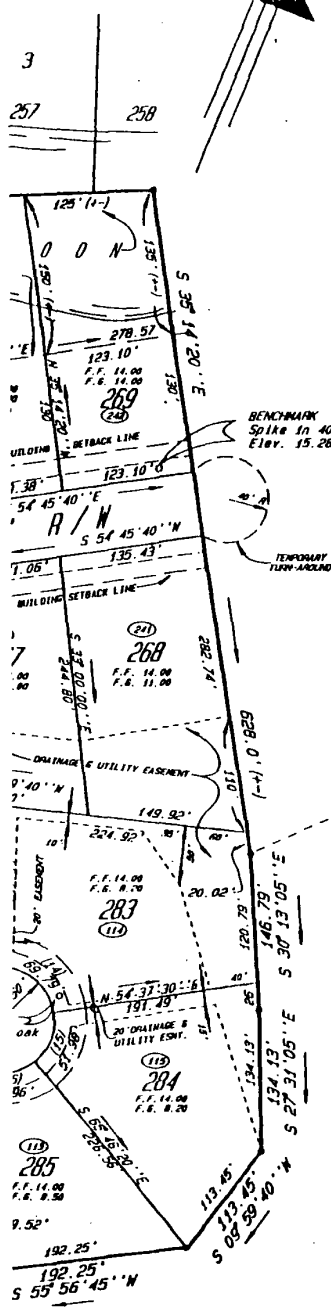


I certify that all angles, bearing, measurements of courses and distances and monument locations are as shown and have been proved by land survey. In my opinion, this is a correct representation of the land platted and has been prepared in conformity with the standards and requirements of Georgia Law 1978 and is suitable for recording.

*James M. Sims*  
 James M. Sims  
 GA. REG. L.S. 2280



29° 23'  
9.21"  
7.89"



Approved by Chatham County Engineer September 20, 1993

Ray J. Ryan  
County Engineer

Approved For Chatham County Health Department-Environmental Health Division Sept. 28, 1993

Shubert A. Boling  
Director

Approved By Metropolitan Planning Commission Sept 30 1993

James R. ...  
Secretary / or / Deputy Secretary

Approved In Open Court This 24<sup>th</sup> Day Of September, 1993

Joseph Meloy  
Chairman, County Commission  
Attest: Jeff ...  
Clerk

All streets, right-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

J. M. Woods  
(Owner or Attorney as Agent)

GENERAL NOTES:

1. All lots to have a minimum building setback line as indicated.
2. Lots will have easement as shown.
3. All corners shown indicate concrete monuments.
4. All elevations based on Mean Sea Level Datum.
5. Finished floor elevation of all structures shall meet or exceed the minimum elevation shown for each lot, indicated by F.F., in order to comply with Federal and County Flood Regulations.
6. Streets in this subdivision shall be paved by the developer as required by Chatham County and shall have concrete curbs and gutters.
7. Sanitary sewer and water to be connected to existing City Of Savannah system.
8. Drainage features power, telephone, gas and water lines to be placed within street right-of-way where possible.
9. All interior lot corners are to be marked by iron pipes.
10. F.F. indicates finished floor elevation, F.B. indicates finished floor garage.
11. Street markers to be placed at all street intersections.
12. All easements shown are intended to be used for the installation of utilities by City Of Savannah, Savannah Electric & Power Company, Southern Bell, Savannah Gas Company, and Cablevision Of Savannah.
13. Based on an environmental site assessment conducted in accordance with Chatham County Regulations it is unlikely that a landfill or other environmentally dangerous situation exists on this site.
14. In my opinion, in accordance with F.I.R.M. map no. 130030 0095 C, revised May 19, 1987, this property does fall within a designated flood hazard area. ZONE AE ELEV. 14
15. In accordance with the streetlighting ordinance of Chatham County, a streetlighting assessment rate district is being created by the recording of this subdivision plat. The initial annual assessment amount is \$ 24.00.
16. Streets and drainage are to be private and maintained by the Long Point Plantation Homeowners Association and shall not become the responsibility of Chatham County.
17. The developer shall install sidewalks along both sides of Grays Creek Drive, Grays Creek Court and Lyman Hall within Phase 4 in accordance with the Chatham County Subdivision Regulations.
18. ○ indicates street address.
19. The owners of the lots containing a portion of the lagoon shall be responsible for the maintenance of the lagoons.

PHASE 4  
LONG POINT

BEING A PORTION OF THE GOETTE TRACT  
WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

For Bankers First 135-54



166-Q-102

FILED FOR RECORD  
BK 166-Q PG 102

94 APR 20 PM 12:06

STATE OF GEORGIA )

RICHMOND COUNTY )

**102** SEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION,  
DEPT. OF RECORDS & ADMINISTRATION,  
CLERK, S.C.C.C. GA.

THIS SUPPLEMENTARY DECLARATION (The Seventh) made this 15th day of April, 1994, by Bankers First Community Development Corporation, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase V, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 13-S, page 97 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111,

13.00  
447344A001 04/20/94TOTAL

the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Seventh Supplementary Declaration.

Article 1.

Property Subject to This Seventh Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Two Hundred Ninety One (291) through Three Hundred Twenty Seven (327) of Phase V of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 13-S, page 97 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Seventh Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1, is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 13-S, page 97, known as Phase V of Long Point Subdivision.

Article III, Section 5, is amended to include the following:

As to lots 291 through 317	2,200 square feet
As to lots 318 through 327	2,400 square feet

104

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III, Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration of Covenants dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, and the Sixth Supplementary Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54.

Article III, Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon #1, lots 303-309 and Lagoon #2, lots 291-295, inclusive, and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non-exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways, or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon, and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights, or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts, or any other watercraft are allowed on the lagoons. No swimming, diving, or bathing shall be allowed in the lagoons.

The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

This Section 19 may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five percent (75%) of the Owners of lots containing that lagoon and the Developer Successor or Declarant as long as it has interest in developing the property

106

as defined in Article I, Section 3, hereof. Any amendment must be recorded.

Article III, Section 20 is added to provide as follows:

Section 20. Prohibition Against Marsh Construction.

The following additional provision applies to lots 311-327 inclusive.

No walkway, patio, dock, platform, deck, fence, gazebo, building or any other structure shall be constructed beyond the property line of any lot.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 15th day of April, 1994.

BANKERS FIRST COMMUNITY  
DEVELOPMENT CORPORATION

By:

As Its

Attest By:

As Its

Executed in our presence on the  
day and year above written.

Walter P. Howell

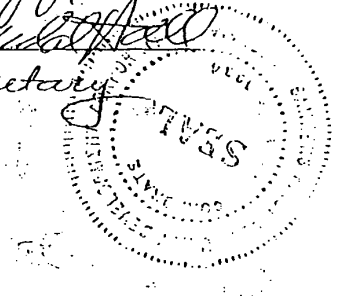
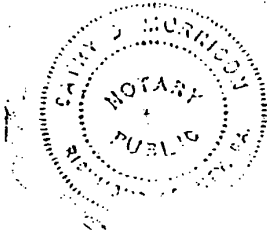
Witness

Patricia A. Morrison

Notary Public

Notary Public, Richmond County, Georgia  
My Commission Expires March 8, 1996

My commission Expires:



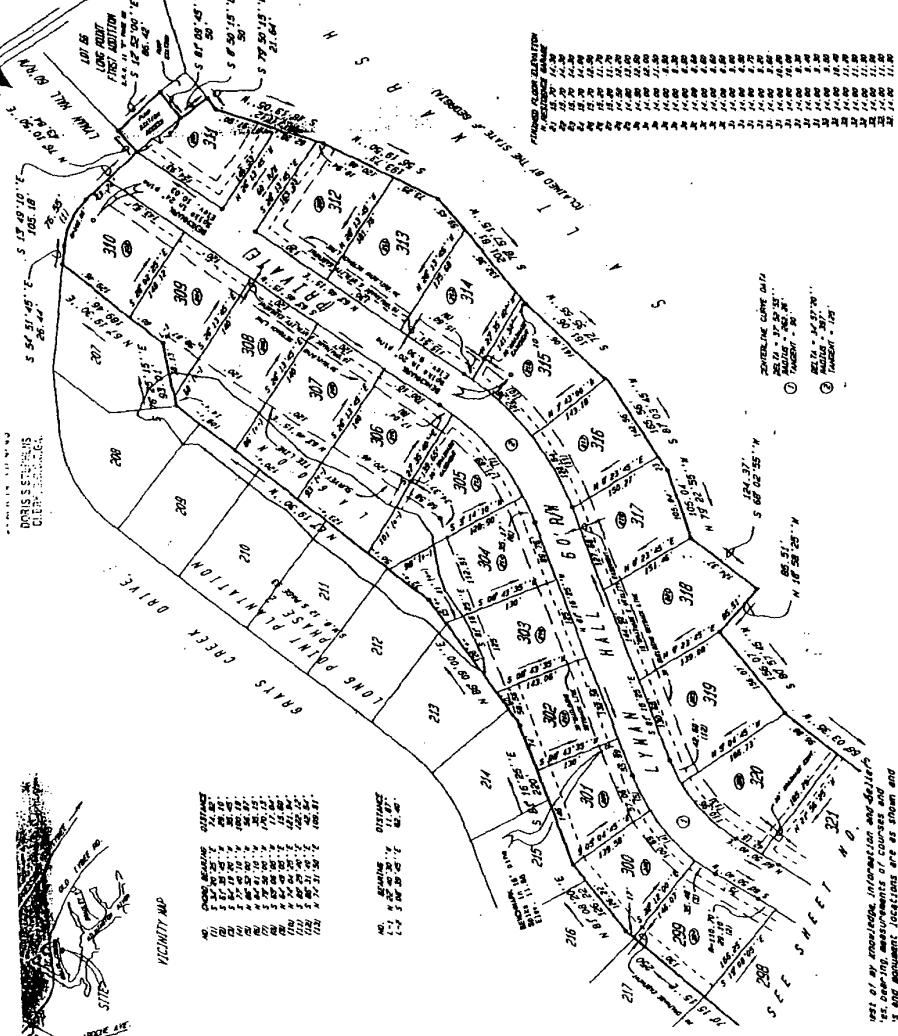
Approved for Creation  
 HEALTH DIVISION  
 Director

Approved by Metropolitan  
 Health Department  
 Director

Approved by Open Court this 5<sup>th</sup> Day of April 1994

All streets, right-of-way, easements, and any site for public use as noted on this plat are hereby dedicated to the use herein.

- GENERAL NOTES:
- All lots to have a minimum building setback line as indicated.
  - Lots will have easement as shown.
  - All elevations based on Mean Sea Level Datum.
  - Finished floor elevation of all structures shall meet or exceed the minimum finished floor elevation of 10.0 feet.
  - Streets in this subdivision shall be paved by the developer as required to comply with Federal and County Flood Regulations.
  - Shallow water and water to be connected to existing City of Savannah system.
  - Within street right-of-way, where desirable, 2'-8" indicated finished floor grades.
  - Interior lot corners are to be marked by iron pipes.
  - Street markers to be placed at all street intersections.
  - Based on an environmental site assessment conducted in accordance with other environmentally sensitive areas on this site.
  - In accordance with the streetlighting ordinance of Chatham County, streets and driveways are to be private and maintained by the lot owner.
  - The developer shall install signage along both sides of Lynch Hall and to 60' to commence within Phase 5 in accordance with regulations.
  - The owners of the lots containing a portion of the lagoon shall be responsible for the maintenance of the lagoons.



PHASE 5  
 LONG POINT

BEING A PORTION OF THE GOETZ TRACT  
 WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA

138-97

Scale of Closure: 1/32, 300  
 Angular Error: 2" Per Point  
 Total Area: 2122.47 sq. ft. (to survey tie line)  
 Equipment Used: Total Station

NOT TO BE REPRODUCED, INFORMATION AND DELIVERED  
 TO ANY OTHER PARTY WITHOUT THE WRITTEN  
 PERMISSION OF THE SURVEYOR. THIS PLAN  
 IS A CONTRACT DOCUMENT AND SHALL BE  
 CONSIDERED AS SUCH. THE SURVEYOR'S  
 LIABILITY IS LIMITED TO THE PERFORMANCE  
 OF THE SERVICES AGREED TO BY THE  
 CLIENT. THE SURVEYOR DOES NOT  
 WARRANT THE ACCURACY OF THE  
 INFORMATION PROVIDED BY THE CLIENT.







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168-J-475

Dale W. Tomhave  
President, Long Point Property Owners' A  
P.O. Box 30724  
Savannah, Ga. 31410

STATE OF GEORGIA  
COUNTY OF CHATHAM

Reference: Deed Book 126-L, Page 339  
Deed Book 126-L, Page 361  
Deed Book 135-G, Page 88

AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS

7/28/94

FOR  
LONG POINT SUBDIVISION

475

WHEREAS, Long Point Plantation, Ltd., recorded a Declaration submitting property and improvements on March 29, 1985, in Deed Book 126-L, Page 339, et seq., Chatham County, Georgia, records (hereinafter referred to as the "Declaration"); and,

WHEREAS, the Declaration has been previously supplemented as recorded in the Chatham County, Georgia, records as follows:

<u>Recording Date</u>	<u>FILED FOR RECORD REC. EK. 768.8</u>	<u>Deed Book/Page</u>
March 29, 1985	EG. 475	126-L/361 <u>et seq.</u>
July 21, 1987		135-G/88 <u>et seq.</u>

94 JUL 27 AM 10:19

WHEREAS, plats of the Subdivision were recorded in Subdivision Map Book 5-S, Pages 72-74, and Subdivision Map Book 8-S, Pages 73-74, Chatham County, Georgia, records; and,

WHEREAS, at least seventy-five percent (75%) of the lot owners and the developer desire to amend the Declaration and have approved this Amendment by vote in person or by proxy at the annual meeting of the members held on February 28, 1994; and,

NOW, THEREFORE, the Declaration is amended to strike Article III, Section 16, in its entirety and substituting the following therefor:

Section 16. Athletic Equipment. No basketball goals, backboards, supports, or other athletic equipment, including, but not limited to, trampolines, swing sets, and other such play equipment, shall be installed on any

portion of any lot without the prior approval of the Architectural Review Board as set forth in Section 15 above. In no event shall any basketball goals, backboards, or other athletic equipment be attached to the outside walls or roof of any house or garage located on any lot.

All basketball goals, backboards, stansions and other athletic equipment located on any lot within the subdivision as of the date of this Amendment, shall be allowed to remain as presently located. However, no such existing equipment shall be replaced or improved without prior approval of the Architectural Review Board as set forth in Sections 15 and 16 of this Article. All athletic equipment shall be well-maintained in an operable and sightly manner, and any addition to such equipment or change of color must first be approved by the Architectural Review Board.

FURTHER, the Declaration is amended to add the following Section 10 to Article V:

Section 10. Capitalization of Association. Upon acquisition of record title to a completed home by a purchaser or upon the purchase of a vacant lot by a purchaser other than a builder in the business of building homes for resale, such purchaser shall include as a cost at closing by or on behalf of the purchaser to the Association in an amount equal to twenty-five percent (25%) of the annual assessment per lot for that year. This amount shall be attributed to the first three months assessments due for that property. This contribution to the Association's working/operating capital fund shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses incurred by the Association pursuant to the terms of the Declaration and By-Laws.

IN WITNESS WHEREOF, the Developer and the President of Long Point Property Owners Association, Inc., have set their hands below on this 18th day of July, 1994.

{SIGNATURES ON FOLLOWING PAGE}

BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION

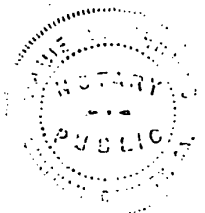
By: [Signature]  
as Vice President

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Jamie S. Thomas  
Notary Public  
Chatham County, Georgia

JAMIE S. THOMAS  
Notary Public, Chatham County, Ga.  
My Commission Expires Oct. 27, 1997



LONG POINT PROPERTY OWNERS ASSOCIATION, INC.

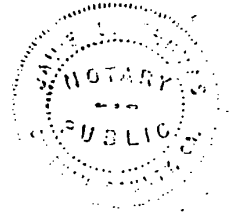
By: [Signature]  
President

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Jamie S. Thomas  
Notary Public  
Chatham County, Georgia

JAMIE S. THOMAS  
Notary Public, Chatham County, Ga.  
My Commission Expires Oct. 27, 1997



478

RESOLUTION

IT IS HEREBY RESOLVED BY THE BOARD OF OFFICERS OF THE LONGPOINT PROPERTY OWNERS ASSOCIATION that commencing with the monthly assessment due and payable on May 1, 1994, the monthly assessment due and payable by each member of the Longpoint Property Owners Association for a lot shall be increased by Five Dollars (\$5.00) per month to a total of \$ 25.00, and that any monthly assessment due from a lot with an improved home upon it shall be increased Ten Dollars (\$10.00) per month to \$ 50.00.

This Resolution is effective this 1st day of May, 1994.

LONGPOINT PROPERTY OWNERS  
ASSOCIATION, INC.

Dale Tomhave  
Dale Tomhave, President

B. Kevin Jackson  
Kevin Jackson, Vice-President

Sharon R. Turner  
Sharon Turner, Secretary

James A. Spann  
James A. Spann, Treasurer



173 T/324

ARTHUR J. GAY  
BANKERS FIRST  
ONE 10TH ST. #700  
AUGUSTA GA 30901

STATE OF GEORGIA )  
RICHMOND COUNTY )

FILED FOR RECORD  
REC. BK. 173-T  
PG. 324  
95 JUL 27 PM 1:02  
DEP. \_\_\_\_\_  
DORIS STEPHENS  
CLERK, S.C.C.C. GA.

**324**  
**EIGHTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION**

THIS SUPPLEMENTARY DECLARATION (The Eighth) made this 25th day of July, 1995, by Bankers First Community Development Corporation, hereinafter referred to as Successor Declarant.

**WITNESSETH**

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase VII, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 15-S, Page 16 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental

Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, the Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Eighth Supplementary Declaration.

Article 1.

Property Subject to This Eighth Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Three Hundred Forty Seven (347) through Four Hundred One (401) of Phase VII of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 15-S, page 16 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Eighth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1, is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 15-S, page 16, known as Phase VII of Long Point Subdivision.

Article III, Section 5, is amended to include the following:

As to lots 348 through 353                      2,000 square feet



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As to lots 356 through 365	2,000 square feet
As to lots 367 through 401	2,000 square feet
As to lots 347, 354, 355, and 366	2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III, Section 6, is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration of Covenants dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplementary Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, and

the Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97.

Article III. Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon #4, lot 388 and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non-exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways, or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon, and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights, or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts, or any other watercraft are allowed on the lagoons. No swimming, diving, or bathing shall be allowed in the lagoons.

The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

This Section 19 may be amended at any time by an instrument of assent signed by:  
(a) not less than seventy-five percent (75%) of the Owners of lots containing that lagoon and the

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Developer Successor or Declarant as long as it has interest in developing the property as defined in Article I, Section 3, hereof. Any amendment must be recorded.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 25th day of July, 1995.

BANKERS FIRST COMMUNITY  
DEVELOPMENT CORPORATION

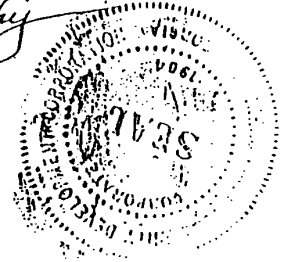
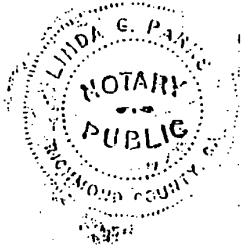
By: [Signature]  
As Its CEO

Attest By: [Signature]  
As Its Secretary

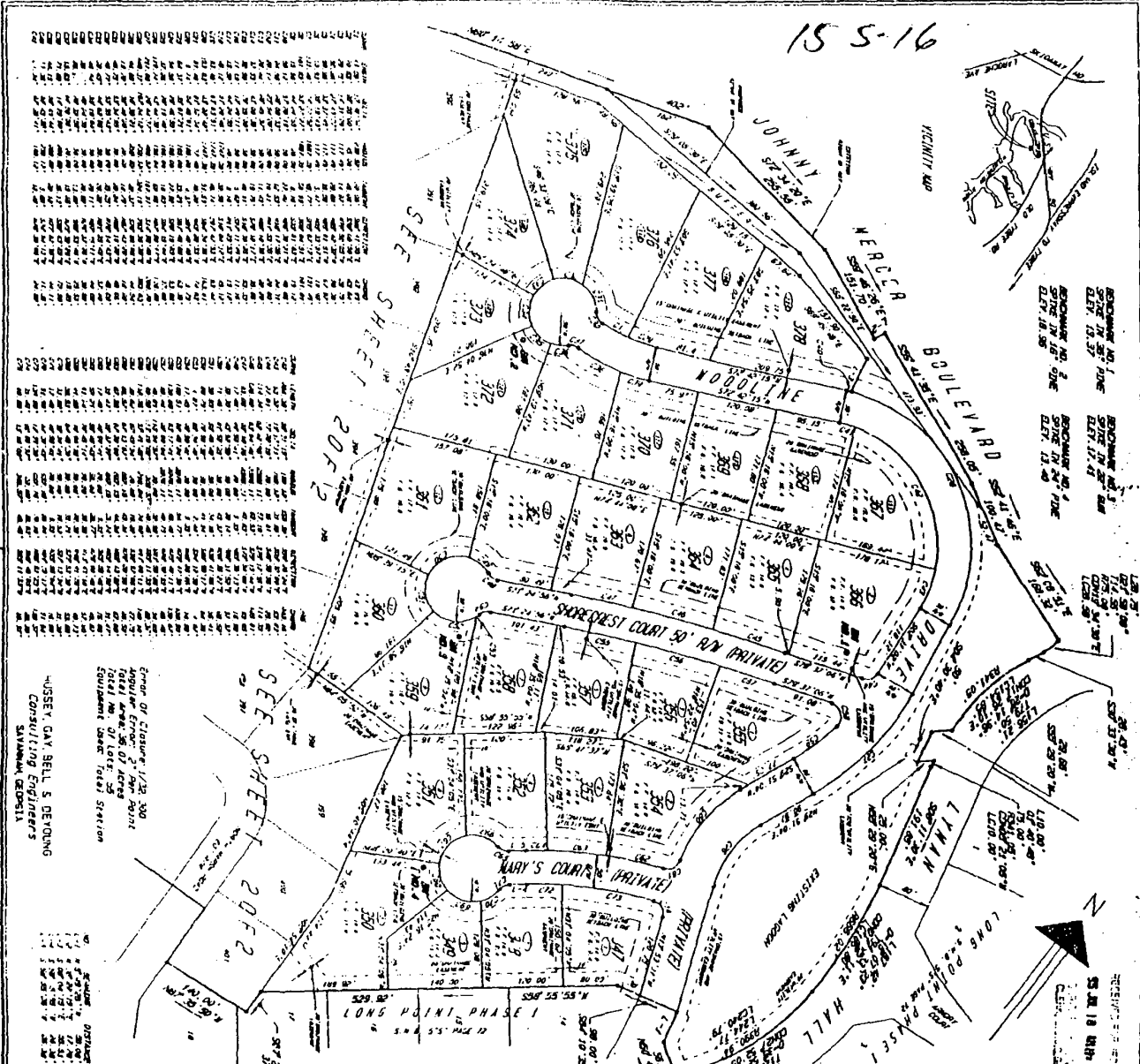
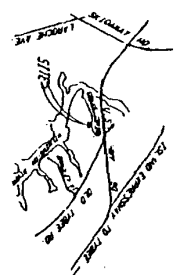
Executed in our presence on the  
day and year above written.

[Signature]  
Witness  
[Signature]  
Notary Public

My commission Expires:  
Notary Public, Richmond County, Georgia  
My Commission Expires Dec. 1, 1998



155-16



SEE SHEET 20F1

SEE SHEET 20F2

SEE SHEET 20F3

SEE SHEET 20F4

SEE SHEET 20F5

SEE SHEET 20F6

SEE SHEET 20F7

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SEE SHEET 20F100

WISSEY, GAY BELL & DEVONING  
Consulting Engineers  
STAVANNA, GEORGIA

Scale: 1" = 100'

DATE: JULY 14, 1985

LONG POINT  
BEING A PORTION OF THE GRETTE TRACT  
WITZENSANSY ISLAND, CHATHAM COUNTY, GEORGIA

PLAT 7

NO. 2380

155-16

APPROVED BY CHATHAM COUNTY ENGINEER: July 18, 1985  
*John A. Gann*

APPROVED FOR CHATHAM COUNTY HEALTH DEPARTMENT-ENVIRONMENTAL HEALTH DIVISION: 1985  
*James H. Hester*

APPROVED BY METROPOLITAN PLANNING COMMISSION: 2-17-1985  
*James H. Hester*

APPROVED IN DEAN COURT: this Day of \_\_\_\_\_ 1985  
*James H. Hester*

GENERAL NOTES:  
1. All streets right-of-way easements, and any site for public use as noted on this plat are hereby dedicated to the public use.  
2. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
3. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
4. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
5. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
6. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
7. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
8. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
9. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
10. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
11. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
12. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
13. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
14. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
15. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
16. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
17. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.  
18. All streets shall be constructed in accordance with the standards set forth in the City of Savannah's Comprehensive Zoning Ordinance.





176-W/276

STATE OF GEORGIA )  
RICHMOND COUNTY )  
Sonny Gay  
Bankers First  
One Tenth St  
Augusta GA  
30901

FILED FOR RECORD  
REC. BK. 176-W  
PG. 276  
96 JAN 31 PH 1:51  
DEP. DORIS STEPHENS  
CLERK OF SUPERIOR COURT

276

**NINTH SUPPLEMENTARY DECLARATION OF COVENANTS AND CONDITIONS FOR LONG POINT SUBDIVISION**

THIS SUPPLEMENTARY DECLARATION (The Ninth) made this 31st day of January, 1996, by Bankers First Community Development Corporation, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase II, Section 2, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 15-S, Page 72 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental

Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, the Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 15-S, Page 16 and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Ninth Supplementary Declaration.

Article 1.

Property Subject to This Ninth Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Two Hundred Thirty Four (234) through Two Hundred Thirty Seven (237) of Phase II, Section 2 of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 15-S, page 72 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Ninth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1, is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 15-S, Page 72, known as Phase II, Section 2 of Long Point Subdivision.



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Article III, Section 5 is amended to include the following:

As to lots 234 through 237                      2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III, Section 6 is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration of Covenants dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplementary Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, the Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97, and the Eighth Supplemental Declaration of Covenants dated July 25, 1995, recorded in Deed Book 15-S, Page 16.

Article III Section 18 is added to provide as follows:

Section 18. Docksites.

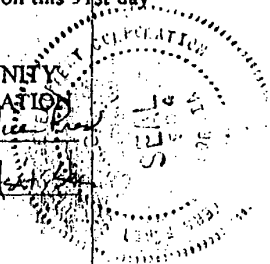
The following additional provisions apply to lots numbered 234 through 237 inclusive.

The owners of these lots may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property in the direction of Grays Creek. After receipt of the governmental approvals, the deck, walkway, and dock will also be subject to the approval of the Architectural Review Board as to design and materials. The following structures shall not be permitted in or on the deck, walkway, or the dock: boat houses, boat hoists, or any other device used to remove boats from the water. Lighting on the deck, walkway, dock, or adjacent shoreline must be directed toward the ground and will be kept to a minimum. Sodium vapor lights will not be permitted nor will flood lights or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timer, but must be manually cut on and off for each use. Lights may not be left on overnight.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 31st day of January, 1996.

BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION

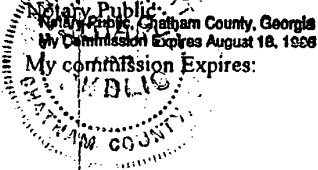
By: [Signature]
As Its
Attest By: [Signature]
As Its



Executed in our presence on the day and year above written.

[Signature]
Witness

[Signature]



96 JAN 31 AM 11:33

CHATHAM COUNTY, GA.



Approved By William County Engineer W. W. Kenna 15 ST

Approved For Chatham County Health Department - Environment,  
Health Division 1/25  
Director [Signature]

Approved By Metropolitan Planning Commission 1-31-  
[Signature]  
Secretary for/Deputy Secretary

Approved In Open Court This 26<sup>th</sup> Day Of January,  
[Signature]  
Chatham County Commissioner  
ATTEST [Signature]  
Clerk

All streets, rights-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.

[Signature]  
M Woods  
(Owner or Attorney as Agent)

GENERAL NOTES:

1. All lots to have a minimum building set back line as indicated.
2. Lots will have easement as shown.
3. All corners shown "o" indicate concrete monuments or iron pins.
4. All elevations based on Mean Sea Level Datum.
5. Finished floor elevation of all structures shall be a minimum of 14 U Mean Sea Level in order to comply with the 100 year flood plain in accordance with F.I.R.M. dated May 19, 1987.
6. This subdivision abuts an existing paved street.
7. Sanitary sewer and water to be connected to existing City Of Savannah s
8. All easements shown are intended to be used for the installation of util. by City Of Savannah, Savannah Electric & Power Co., Southern Bell, Savannah Gas Co., and Cablevision Of Savannah.
9. All interior lot corners are marked by iron pipes.
10. F.F. indicates finished floor residence, F.G. finish floor garage.
11. indicates street address.

I certify that all angles, bearings, measurements of courses and distance and monument locations are correct as shown and have been proved by land s.

In my opinion, this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of Georgia Law 1978 and is suitable for recording.

James M. Sims  
JAMES M. SIMS  
GA. REG. NO. 2280



PHASE II - SECTION TWO  
**LONG POINT**

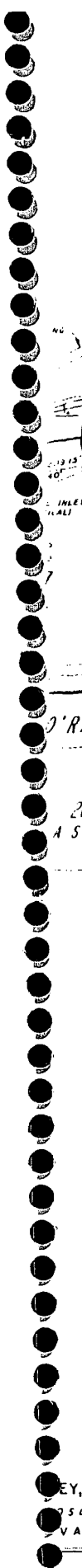
BEING A PORTION OF THE GOETTE TRACT,  
WHITEMARSH ISLAND, CHATHAM COUNTY, GEORGIA  
for

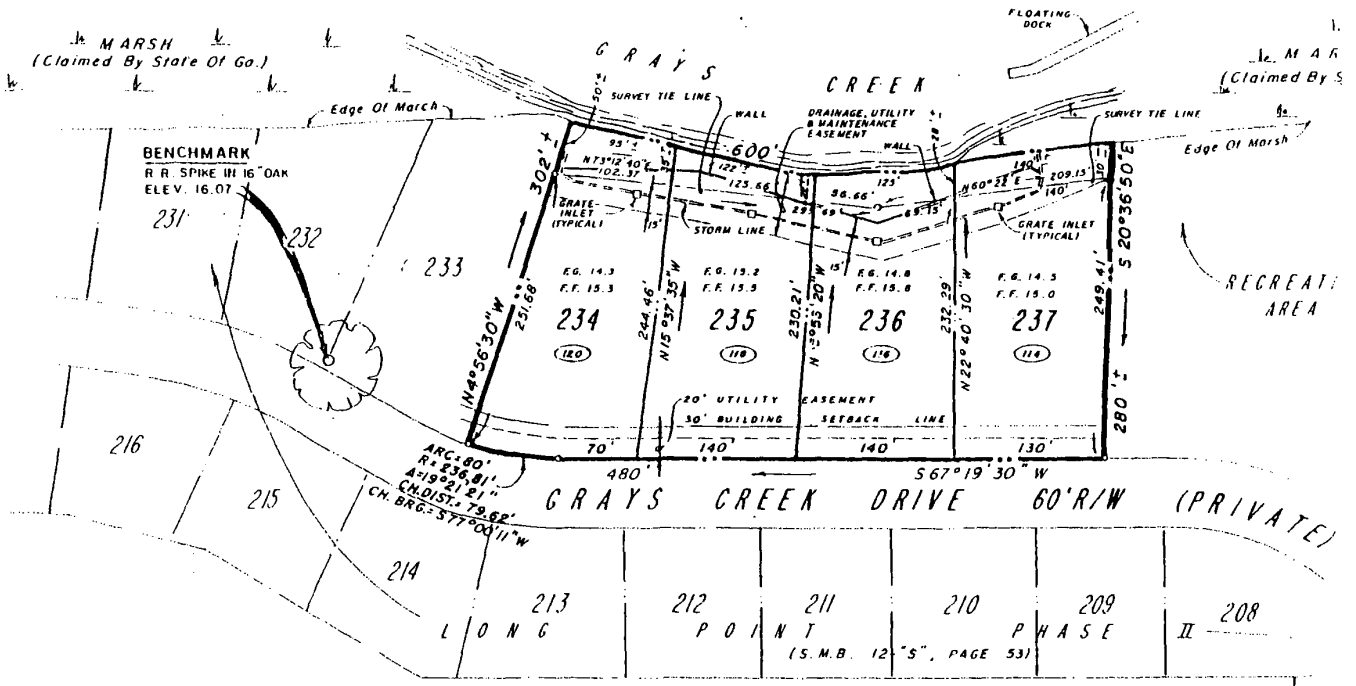
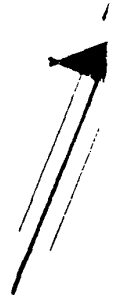
BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION  
P.O. BOX 1332  
AUGUSTA, GEORGIA 30903

Scale: 1" = 100' S.M.B. 155 Page 72 Date: January 9, 1999

Error Of Closure: 1/13,460  
Angular Error: 2" Per Point  
Total Area: 2.88 Acres (To survey tie line)  
Total No. Of Lots: 4  
Equipment Used: Total Station

MEY, GAY, BELL & DEYOUNG  
Consulting Engineers  
SAVANNAH, GEORGIA





**SPECIAL NOTES:**

In my opinion, in accordance with F.I.R.M. map no. 130030 0095 C, revised May 19, 1987 this property does fall within a designated flood hazard area. Zone AE (Elev. 14)

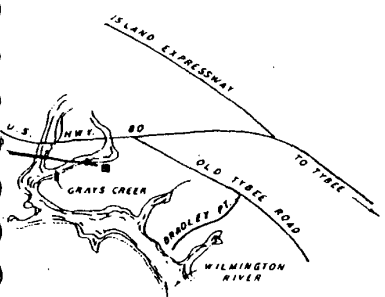
The developer shall install a sidewalk along the north side of Grays Creek Drive in accordance with Chatham County Subdivision Regulations.

In accordance with the streetlighting ordinance of Chatham County, the lots in this subdivision are being combined with the existing Long Point streetlighting district by virtue of the recording of this plat. The initial annual assessment amount is \$3000.

Streets within this subdivision are to be private and maintained by the Long Point Plantation Homeowners Association and shall not become the responsibility of Chatham County.

An environmental site assessment was conducted in accordance with the procedures set forth in the Chatham County Engineering Policy. Based on this assessment it is unlikely that a landfill or other environmentally dangerous situation exists on this site.

Error  
Angulo  
Total  
Total P  
Equip





STATE OF GEORGIA )  
RICHMOND COUNTY )

ONE TENTH ST.  
SUITE 700  
Augusta, GA  
30901

FILED FOR RECORDING  
REC. BK. 177-4  
FG. 1  
96 MAR 13 PM 4:41

1  
177/11

TENTH SUPPLEMENTARY DECLARATION OF COVENANTS, EASEMENTS,  
AND CONDITIONS FOR LONG POINT SUBDIVISION, O.C.C.C. GA.

THIS SUPPLEMENTARY DECLARATION (The Tenth) made this 11th day of March, 1996, by Bankers First Community Development Corporation, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase VI, Long Point Subdivision, a map of which is of record with the Clerk of Superior Court for said County in Subdivision Map Book 15-S, Page 79 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

4945A222 03/13/96 TOTAL 18.00

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental

Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, the Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Tenth Supplementary Declaration.

Article 1.

Property Subject to This Tenth Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Three Hundred Twenty Eight (328) through Three Hundred Forty Six (346) of Phase VI of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book 15-S, page 79 of the Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration of record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Tenth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section I, is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 15-S, Page 79, known as Phase VI of Long Point Subdivision.

Article III, Section 5 is amended to include the following:

As to lots 328 through 346                      2,200 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories shall be approved by the Architectural Review Board.

Article III, Section 6 is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front lot line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots.)

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and First Supplement of record in Deed Book 126-L, Folios 339-369 and Second Supplement of record in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration of Covenants dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplementary Declaration of Covenants dated September 30, 1993, recorded in Deed Book 13-S, Page 54, the



4

Seventh Supplemental Declaration of Covenants dated April 15, 1994, recorded in Deed Book 13-S, Page 97, and the Eighth Supplemental Declaration of Covenants dated July 25, 1995, recorded in Deed Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276.

Article III, Section 19 is added to include the following:

Section 19. Lagoons.

The following additional provisions apply to Lagoon #5, Lots 333-339, Lagoon #6, Lots 340 and 341, Lagoon #7, Lots 341 and 342 and shall be expanded to include additional lots at a later time.

Each lagoon, which is contained within certain lots, is a private lagoon and is not common area. A permanent non-exclusive easement is hereby granted by the owner of any lot which contains a part of a lagoon to the other owners of lots containing a part of the lagoon over all the water surface of the lagoon and the area around the lagoon thirty (30) feet in width from the edge of water of the lagoon. No docks, walkways, or decks shall be constructed on the lagoon. No guest shall be permitted to visit or use a lagoon without the presence of an owner of a lot on that lagoon or a member of the immediate family of an owner of a lot on that lagoon. No more than two lights may be located by the owner within the thirty (30) foot area of the edge of water of the lagoon, and these lights must be directed toward the ground and may not be sodium vapor lights, flood lights, or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timers and must be manually cut on and off for each use. Lights may not be left on overnight. No boats, jet skis, rafts, or any other watercraft are allowed on the lagoons. No swimming, diving, or bathing shall be allowed in the lagoons.

The sole cost of maintenance of each separate lagoon shall be born by the owners of the lagoon. Each owner shall be responsible for an equal share of cost and maintenance of the lagoon. The owners of each lagoon at such time as they shall determine shall form an

organization or association for the purposes of maintaining the lagoon and collecting the cost thereof.

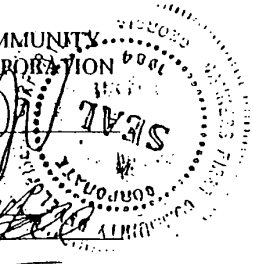
This Section 19 may be amended at any time by an instrument of assent signed by: (a) not less than seventy-five percent (75%) of the Owners of lots containing that lagoon and the Developer Successor or Declarant as long as it has interest in developing the property as defined in Article I, Section 3, hereof. Any amendment must be recorded.

IN WITNESS WHEREOF, Bankers First Community Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this 11th day of March, 1996.

BANKERS FIRST COMMUNITY DEVELOPMENT CORPORATION

By: [Signature]  
As Its [Signature]

Attest By: [Signature]  
As Its Secretary



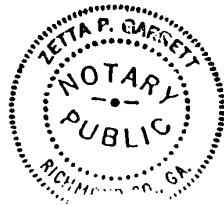
Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

My commission Expires:

Notary Public, Richmond County, Georgia  
My Commission Expires July 9, 1999







STATE OF GEORGIA  
RICHMOND COUNTY

FILED FOR RECORD  
REC. BK. 186-9  
PG. 389  
97 JUL 30 PM 3:02

WISEMAN, BLACKBURN & WELLS  
ATTORNEYS AT LAW  
329 EISENHOWER DRIVE  
SUITE D 11  
SAVANNAH, GEORGIA 31406  
389  
186 Y-389

DEP. CLERK  
GUISAN D. PRONSE  
CLERK, S.C.C.C. GA.  
ELEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION

THIS ELEVENTH SUPPLEMENTARY DECLARATION is made this 30 day of July, 1997 by SOUTHTRUST BANK OF GEORGIA, N.A., hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase VIII, Long Point Subdivision, a map of which has been filed for record in Office of the Clerk of the Superior Court for said County in Subdivision May Book 175-S, Page 14 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary

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- 1 -

637157A001 07/30/97TOTAL 20.00

390

Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 30, 1993, recorded in Deed Book 162-O, Page 1 and in Subdivision Map Book 13-S, Page 54, the Seventh Supplementary Declaration of Covenants dated April 15, 1994, recorded in Deed Book 166-Q, Page 102 and in Subdivision Map Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 173-T, Page 324 and Subdivision Map Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276, the Tenth Supplementary Declaration of Covenants and Conditions dated March 11, 1996, and recorded in Deed Book 177-P, Page 1, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Eleventh Supplementary Declaration.

Article 1.

Property Subject to This Eleventh Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Four Hundred Two (402) through Four Hundred Eleven (411) and the Open Spaces of Phase VIII of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision Map Book \_\_\_-S, page \_\_\_ of Chatham County real estate records.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration filed for record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the public records of Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Eleventh Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book \_\_\_-S, Page \_\_\_, known as Phase VIII of Long Point Subdivision.

Article III, Section 5. is amended to include the following:

As to lots 402 through 411                    2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories or more shall be approved by Architectural Review Board.

Article III, Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior

392

lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots).

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and any supplements or amendments thereto, except as specifically amended above.

Article III, Section 20 is added to include the following:

Section 20 Prohibition Against Marsh Construction.

The following additional provisions apply to Lots 402-411 and such Open Spaces within Phase VIII as shown on the subdivision map of Phase VIII recorded in Subdivision Map Book \_\_\_-S, Page \_\_\_.

No walkway, patio, dock, platform, deck, fence, gazebo, building or any other structure shall be constructed beyond the property line of the lot.

Article 3.

The Open Spaces as shown on the subdivision map of Phase VIII are hereby declared to be Limited Common Areas for the sole benefit and use of the owners of Lots located in Phase VIII. The sole cost of maintenance of these Limited Common Areas, which are more particularly described in Exhibit "B" hereto, shall be born equally by all of the owners of Lots in Phase VIII. The maintenance of such Limited Common Areas shall be performed by the Long Point Property Owners Association ("Association"), and the cost of such maintenance shall



be assessed equally against the record owners of Lots 402-411 as provided in Article VI, Section 3 of the Declaration.

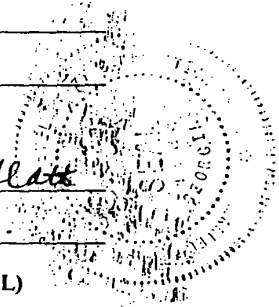
IN WITNESS WHEREOF, SouthTrust Bank of Georgia, N.A. has caused these presents to be executed by its proper officers and its seal affixed on this \_\_\_\_ day of July, 1997.

SOUTHTRUST BANK OF GEORGIA, N.A.

By: Jean Van Buren  
Its: Vice Pres

Attest: Anne R. Sullatt  
Its: Asst. Secty.

(CORPORATE SEAL)



Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public  
My Commission expires 8-25-2000

ALL those certain lots, tracts or parcels of land situate, lying and being on Whitemarsh Island, Chatham County, Georgia and known as Phase 8 of Long Point Plantation more particularly described as follows:

Beginning at the southwestern most corner of Lot 311 of Phase 5 of Long Point Plantation as shown on that certain map of Phase 5 prepared by James M. Sims of Hussey, Gay, Bell & DeYoung dated \_\_\_\_\_ and as recorded in Subdivision Map Book 14-S, Folio 44, which point is the Point of True Beginning and from said point proceeding thence South 26° 13' 14" East a distance of 25.64 feet to a point; thence North 53° 12' 25" East a distance of 37.88 feet to a point; thence South 27° 25' 03" East a distance of 280.54 feet to a point; thence South 59° 10' 38" West a distance of 104.31 feet to a point; thence South 73° 43' 08" West a distance of 98.80 feet to a point; thence South 03° 46' 15" East a distance of 49.77 feet to a point; thence South 84° 50' 32" East a distance of 161.19 feet to a point; thence North 87° 07' 43" East a distance of 157.76 feet to a point; thence South 84° 41' 37" East a distance of 148.04 feet to a point; thence South 63° 03' 57" East a distance of 185.85 feet to a point; thence South 16° 00' 18" West a distance of 95.01 feet to a point; thence South 34° 01' 08" West a distance of 133.93 feet to a point; thence South 67° 13' 34" West a distance of 137.21 feet to a point; thence South 88° 28' 00" West a distance of 25.79 feet to a point; thence North 48° 49' 50" West a distance of 92.29 feet to a point; thence South 46° 36' 26" West a distance of 174.47 to a point; thence South 64° 05' 18" West a distance of 85.91 feet to a point; thence North 89° 01' 37" West a distance of 218 feet to a point; thence North 61° 29' 54" West a distance of 50.05 feet to a point; thence North 22° 30' 16" West a distance of 50.77 feet to a point; thence South 62° 59' 53" West a distance of 71.99 feet to a point; thence South 20° 33' 20" West a distance of 80.24 feet to a point; thence South 71° 44' 38" West a distance of 67.47 feet to a point; thence South 55° 53' 02" West a distance of 136.48 feet to a point; thence North 75° 00' 17" West a distance of 232.91 feet to a point; thence North 65° 00' 31" West a distance of 114.90 feet to a point; thence North 57° 39' 22" West a distance of 242.78 feet to a point; thence North 41° 35' 29" East a distance of 96.67 feet to a point; thence North 56° 05' 07" East a distance of 128.85 feet to a point; thence North 16° 24' 97" West a distance of 138.34 feet to a point; thence North 71° 07' 59" East a distance of 116.39 feet to a point; thence North 48° 35' 42" East a distance of 95.59 feet to a point; thence North 77° 27' 59" East a distance of 125.99 feet to a point; thence South 86° 41' 03" East a distance of 198.63 feet to a point; thence South 84° 13' 07" East a distance of 236.09 feet to a point; thence South 77° 44' 37" East a distance of 52.37 feet to a point; thence North 03° 46' 15" East a distance of 41.90 feet to a point; thence North 70° 48' 04" West a distance of 41.77 feet to a point; thence North 12° 12' 20" West a distance of 67.03 feet to a point; thence North 40° 14' 59" West a distance of 108.93 feet to a point; thence North 50° 43' 45" East a distance of 55.38 feet to a point; thence North 84° 04' 09" West a distance of 63.97 feet to a point; thence North 42° 55' 30" East a distance of 82.43 feet to a point; thence North 26° 13' 43" West a distance of 25.95 feet to a point; thence North 48° 13' 05" East a distance of 62.28 feet to a point which is the Point of True Beginning.



5

187L/482

FILED FOR RECORD  
REC. BK. 187-2  
PG. 482

WISEMAN, BLACKBURN & FUTRELL  
ATTORNEYS AT LAW  
329 EISENHOWER DRIVE  
SUITE D  
SAVANNAH, GEORGIA 31406

482

97 AUG 25 AM 10:59

DEP  
SUSAN D. PROUSE  
CLERK, S.C.C.C. GA.

STATE OF GEORGIA  
RICHMOND COUNTY

**CORRECTIVE ELEVENTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION**

THIS CORRECTIVE ELEVENTH SUPPLEMENTARY DECLARATION is made this  
28<sup>th</sup> day of August, 1997 by SOUTHTRUST DEVELOPMENT CORPORATION,  
hereinafter referred to as Successor Declarant, to correct the misnaming of the Successor  
Declarant as set forth in that document filed in Deed Book 186-Y, Page 389.

**WITNESSETH**

WHEREAS, the Eleventh Supplementary Declaration of Covenants and Conditions for  
Long Point Subdivision was recorded in the records of the Clerk of the Superior Court of  
Chatham County on July 30, 1997 in Deed Book 186-Y, Page 389, and such Supplementary  
Declaration named the Successor Declarant as SouthTrust Bank of Georgia, N.A.; and

WHEREAS, the actual name of the Successor Declarant holding title to the real property  
which is the subject of this declaration is SouthTrust Development Corporation; and

WHEREAS, Successor Declarant is the owner of that certain tract of land located in  
Chatham County, Georgia known as Phase VIII, Long Point Subdivision, a map of which has  
been filed for record in Office of the Clerk of the Superior Court for said County in Subdivision  
May Book 17-S, Page 14 to which map express reference is made for better locating and  
describing the properties subordinated to these Covenants and Conditions.

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- 1 -

641132A001 08/25/97TOTAL 18.00

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein, together with such additions as may hereafter be made thereto as provided in Article 1 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 30, 1993, recorded in Deed Book 162-O, Page 1 and in Subdivision Map Book 13-S, Page 54, the Seventh Supplementary Declaration of Covenants dated April 15, 1994, recorded in Deed Book 166-Q, Page 102 and in Subdivision Map Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 173-T, Page 324 and Subdivision Map Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276, the Tenth Supplementary Declaration of Covenants and

Conditions dated March 11, 1996, and recorded in Deed Book 177-P, Page 1, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Corrective Eleventh Supplementary Declaration.

Article 1.

Property Subject to This Eleventh Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Four Hundred Two (402) through Four Hundred Eleven (411) and the Open Spaces of Phase VIII of Long Point Subdivision as said lots appear upon the map of said plat of record in Subdivision May Book 17-S, page 14 of Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in that Declaration filed for record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the public records of Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Eleventh Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 17-S, Page 14, known as Phase VIII of Long Point Subdivision.

Article III, Section 5, is amended to include the following:

11  
485

As to lots 402 through 411            2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories or more shall be approved by Architectural Review Board.

Article III, Section 6, is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board.

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and any supplements or amendments thereto, except as specifically amended above.

Article III, Section 20 is added to include the following:

Section 20 Prohibition Against Marsh Construction.

The following additional provisions apply to Lots 402-411 and such Open Spaces within Phase VIII as shown on the subdivision map of Phase VIII recorded in Subdivision Map Book 17-S, Page 14.



No walkway, patio, dock, platform, deck, fence, gazebo, building or any other structure shall be constructed beyond the property line of the lot.

Article 3.

The Open Spaces as shown on the subdivision map of Phase VIII are hereby declared to be Limited Common Areas for the sole benefit and use of the owners of Lots located in Phase VIII. The sole cost of maintenance of these Limited Common Areas, which are more particularly described in Exhibit "B" hereto, shall be born equally by all of the owners of Lots in Phase VIII. The maintenance of such Limited Common Areas shall be performed by the Long Point Property Owners Association ("Association"), and the cost of such maintenance shall be assessed equally against the record owners of Lots 402-411 as provided in Article V, Section 3 of the Declaration.

IN WITNESS WHEREOF, SouthTrust Bank of Georgia, N.A. has caused these presents to be executed by its proper officers and its seal affixed on this 22<sup>nd</sup> day of August, 1997.

SOUTHTRUST DEVELOPMENT CORPORATION

By: Jean Van Borkul

Its: Vice Pres

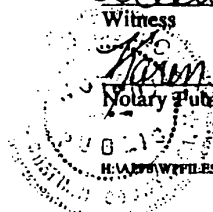
Attest: Anne R. Smeatt

Its: Asst Secty

Signed, Sealed and Delivered in the presence of:

Wendy Reeve  
Witness

Karen M. Moran  
Notary Public



KAREN M. MORAN  
Notary Public, Chatham County Ga.  
My Commission Expires April 23, 2000 5 -  
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7619 ... Ave  
Savannah GA. 31406



193-T/183

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

FILED FOR RECORD  
98 JUN -1 PM 12: 52

**TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION**  
CHATHAM COUNTY, GEORGIA

THIS TWELFTH SUPPLEMENTARY DECLARATION is made this 21st day of May,  
1998 by SOUTHTRUST DEVELOPMENT CORPORATION, hereinafter referred to as  
Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in  
Chatham County, Georgia known as Phase IX, Long Point Subdivision, a map of which has  
been filed for record in Office of the Clerk of the Superior Court for said County in Subdivision  
May Book 17-S, Page 78 to which map express reference is made for better locating and  
describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point  
Subdivision, and each lot located therein or such particular lots as are named in the relevant  
amendments or supplements, together with such additions as may hereafter be made thereto as  
provided in Article 1 shall be held, transferred, sold, conveyed, and occupied subject to the  
covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants  
and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and filed for  
record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed  
Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985,  
recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July  
21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration

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06/01/98TOTAL  
18.08

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- 1 -

FOR RE-RECORD SEE 194-B-1 (Q)

of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 30, 1993, recorded in Deed Book 162-O, Page 1 and in Subdivision Map Book 13-S, Page 54, the Seventh Supplementary Declaration of Covenants dated April 15, 1994, recorded in Deed Book 166-Q, Page 102 and in Subdivision Map Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 173-T, Page 324 and Subdivision Map Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276, the Tenth Supplementary Declaration of Covenants and Conditions dated March 11, 1996, and recorded in Deed Book 177-P, Page 1, the Corrective Eleventh Supplementary Declaration of Covenants and Conditions dated August 22, 1997, and recorded in Deed Book 187-L, Page 482, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Twelfth Supplementary Declaration.

Article 1.

Property Subject to This Twelfth Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Four Hundred Twelve (412) through Four Hundred Twenty-two (422) of Phase IX of Long Point Subdivision as said lots appear upon

193 T 184  
BOOK  
PAGE

the map of said plat of record in Subdivision May Book \_\_\_-S, page \_\_\_ of Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in the Declarations filed for record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the public records of Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Twelfth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1. is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 17-S, Page 78, known as Phase IX of Long Point Subdivision.

Article III, Section 5. is amended to include the following:

As to lots 412 through 422                    2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories or more shall be approved by Architectural Review Board.

Article III, Section 6. is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front

153  
1  
103

line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots).

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and any supplements or amendments thereto, except as specifically amended above.

Article III, Section 18 is added to include the following:

Section 18 Docksites.

The following additional provisions apply to Lots 412-420 within Phase IX as shown on the subdivision map of Phase IX recorded in Subdivision Map Book 17-S, Page 78.

The owners of these lots may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property in the direction of Grays Creek and/or the Wilmington River. After receipt of the governmental approvals, the deck, walkway and boat dock will also be subject to the approval of the Architectural Review Board as to design and materials. The following structures shall not be permitted in or on the deck, walkway or the dock: boat houses, boat hoists, or any other device used to remove boats from the water. Lighting on the deck, walkway, dock or adjacent shoreline must be directed toward the ground and will be kept at a minimum. Sodium vapor lights will not be permitted nor will flood lights

193 T 186  
BOOK

or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timer, but must be manually cut on and off for each use. Lights may not be left on overnight.

IN WITNESS WHEREOF, SouthTrust Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this \_\_\_\_ day of \_\_\_\_\_, 1998.

**SOUTHTRUST DEVELOPMENT CORPORATION**

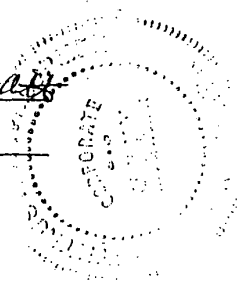
By: Jean Van Burkard

Its: Vice Pres

Attest: Anne R. Stewart

Its: Asst. Secty.

(CORPORATE SEAL)



Signed, Sealed and Delivered  
in the presence of:

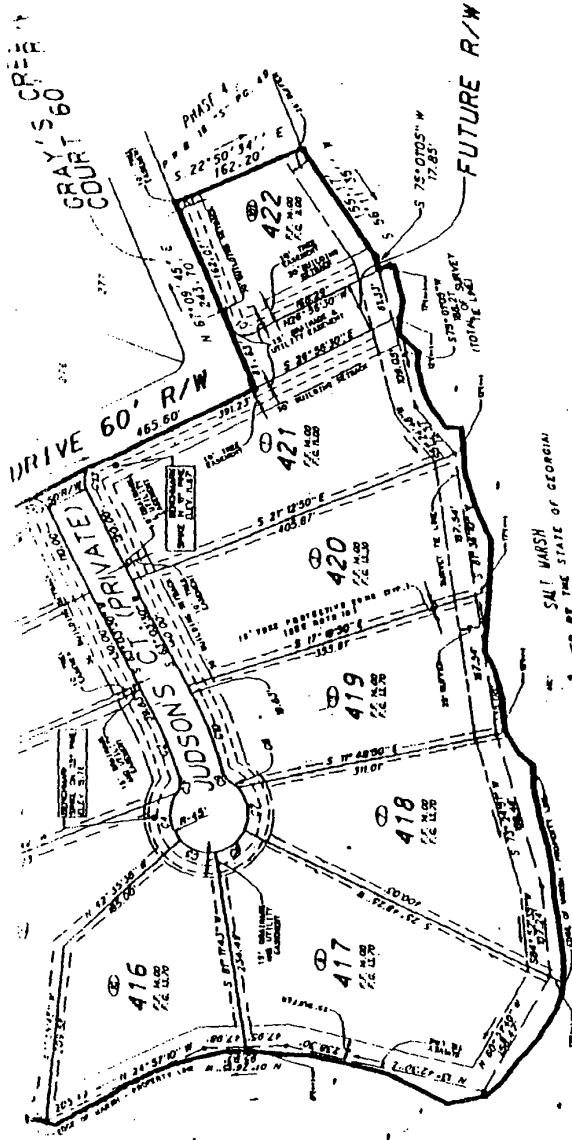
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

1998 1 10 1







SALT MARSH  
CLAIMED BY THE STATE OF GEORGIA

SALT MARSH  
CLAIMED BY THE STATE OF GEORGIA

NUMBER	DELTA	ANGULAR	TANGENT	LENGTH	CH. BEARING	CHORD
1	10.00	10.00	10.00	10.00	N 20° 00' 00" E	20.00
2	10.00	10.00	10.00	10.00	N 60° 00' 00" E	20.00
3	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
4	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
5	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
6	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
7	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
8	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
9	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
10	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
11	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
12	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
13	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
14	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
15	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
16	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
17	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
18	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
19	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00
20	10.00	10.00	10.00	10.00	S 80° 00' 00" W	20.00

Error of Closure: 1/16" 1/16"  
 Error of Closure: 1/16" 1/16"  
 Angular Error: 1" Per Point  
 Total Area: 11.9 Acres  
 Total No. of Lots: 11  
 Equipment Used: Total Station



I, the undersigned, being a duly licensed Professional Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

HUSSEY, GAY, BELL & DEYOUNG  
 Consulting Engineers  
 SAVANNAH, GEORGIA  
 329 COMMERCIAL DRIVE 31406  
 912-354-4626



Approved By Chatham County Engineer MAN 28 1998

W. B. B...  
Chatham County Engineer

Approved For Chatham County Health Department-Environmental Health Division 5/27 1998

...  
Director

Approved By Metropolitan Planning Commission 5-29 1998

Miller D. ...  
Secretary / or / County Secretary

Approved by Open Court Final Day 01 May 1998

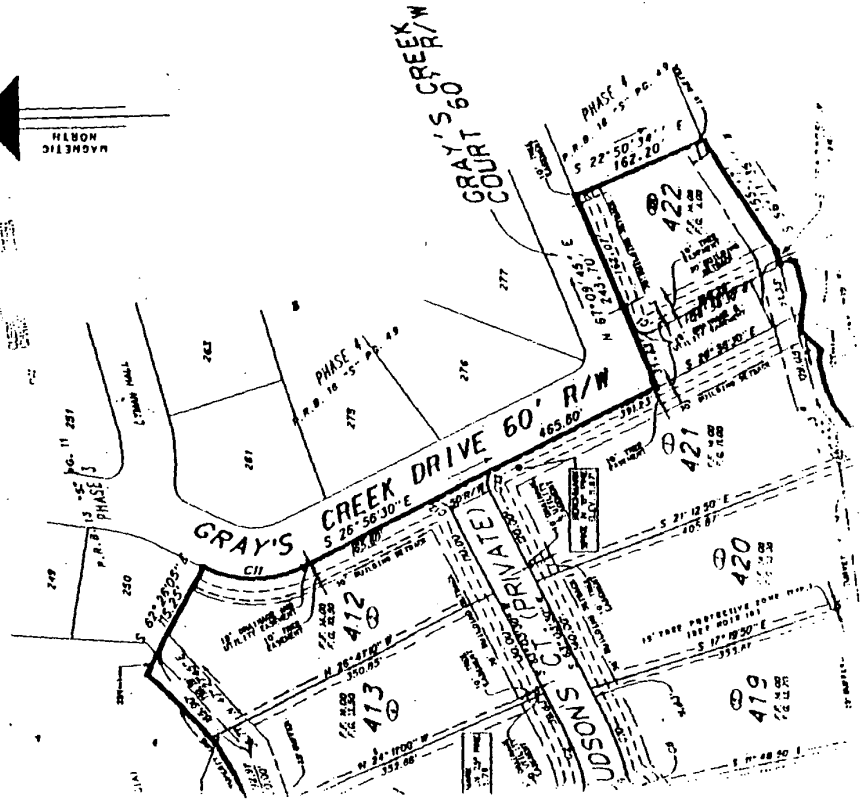
...  
Court

All streets, right-of-way, easements, and any site for public use as noted on this plat are hereby dedicated for the use intended.  
James W. ...  
Owner or Attorney at Law

- GENERAL NOTES:
1. All lots to have a minimum building setback line as indicated.
  2. Lots to have easement as shown on this plat.
  3. All corners shown indicate concrete monuments or iron pins.
  4. Easements shown on this plat are for utility lines.
  5. All easements shown on this plat are for utility lines.
  6. Streets in this subdivision shall be paved by the owner as required by Chatham County Board of Health Regulations.
  7. Sanitary sewer and water to be connected to existing City of Savannah system.
  8. Drainage structures shown on this plat are to be installed by the owner.
  9. All interior lot corners are to be marked by iron pins.
  10. F.F. indicates finished floor elevation, F.C. indicates finished floor grade.
  11. Street markers to be placed at all street intersections.
  12. All easements shown are intended to be used for the installation of utilities by City of Savannah, Savannah Electric & Power Co., Southern Bell Telephone Co. and Cablevision of Savannah.
  13. Chatham County, Georgia, is hereby authorized to acquire any or other environmental easements shown on this plat.
  14. In my opinion in accordance with F.L.R. map no. 00000 0000 0, the proposed subdivision complies with the zoning ordinance of Chatham County, Georgia, and the subdivision is hereby approved.
  15. The subdivision is subject to the final annual assessment of the City of Savannah.



98 MAY 23 PM 3:31





7619 ... Ave  
Savannah GA. 31406

194-D/1

STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM )

FILED FOR RECORD

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**TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT SUBDIVISION**

*Luciana ...*  
CLERK SUP CT  
CHATHAM COUNTY GEORGIA

BOOK 100  
D 1961

THIS TWELFTH SUPPLEMENTARY DECLARATION is made this 21st day of May, 1998 by SOUTHTRUST DEVELOPMENT CORPORATION, hereinafter referred to as Successor Declarant.

WITNESSETH

WHEREAS, Successor Declarant is the owner of that certain tract of land located in Chatham County, Georgia known as Phase IX, Long Point Subdivision, a map of which has been filed for record in Office of the Clerk of the Superior Court for said County in Subdivision May Book 17-S, Page 16 to which map express reference is made for better locating and describing the properties subordinated to these Covenants and Conditions.

NOW, THEREFORE, Successor Declarant hereby declares that the said Long Point Subdivision, and each lot located therein or such particular lots as are named in the relevant amendments or supplements, together with such additions as may hereafter be made thereto as provided in Article 1 shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Book 135-G, Folios 88-90, the Third Supplementary Declaration

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7041A222 06/15/98TOTAL 18.00

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98 JUN 15 PM 2:23  
CLERK SUP CT  
CHATHAM COUNTY GEORGIA

194D 002

of Covenants dated January 17, 1992, recorded in Deed Book 152-M, Folios 123-125, and the Fourth (designated incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 30, 1993, recorded in Deed Book 162-O, Page 1 and in Subdivision Map Book 13-S, Page 54, the Seventh Supplementary Declaration of Covenants dated April 15, 1994, recorded in Deed Book 166-Q, Page 102 and in Subdivision Map Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, Page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed Book 173-T, Page 324 and Subdivision Map Book 15-S, Page 16, the Ninth Supplementary Declaration of Covenants and Conditions dated January 31, 1996, and recorded in Deed Book 176-W, Page 276, the Tenth Supplementary Declaration of Covenants and Conditions dated March 11, 1996, and recorded in Deed Book 177-P, Page 1, the Corrective Eleventh Supplementary Declaration of Covenants and Conditions dated August 22, 1997, and recorded in Deed Book 187-L, Page 482, and subject to the covenants, conditions, easements, charges, and liens hereinafter set forth in this Twelfth Supplementary Declaration.

193 T 184 BOOK PAGE

Article 1.

Property Subject to This Twelfth Supplementary Declaration: The covenants and conditions hereby imposed are applicable to Lots Numbered Four Hundred Twelve (412) through Four Hundred Twenty-two (422) of Phase IX of Long Point Subdivision as said lots appear upon

the map of said plat of record in Subdivision May Book \_\_\_-S, page \_\_\_ of Chatham County real estate records.

Article 2.

Extension of Existing Covenants and Conditions: All of the terms, provisions, covenants, and conditions contained in the Declarations filed for record in Deed Book 126-L, Folios 339-369 and Deed Book 135-G, Folios 88-90 of the public records of Chatham County, Georgia real estate records are hereby incorporated into and made a part of this Twelfth Supplementary Declaration, as if written herein, by this reference thereto EXCEPT FOR the following amendments which are hereby effected:

The First Supplementary Declaration of Covenants and Conditions is hereby amended as follows:

Article I, Section 1, is amended to include the Subdivision shown on the Map of said Subdivision recorded in said clerk's office in Map Book 17-S, Page 78, known as Phase IX of Long Point Subdivision.

Article III, Section 5, is amended to include the following:

As to lots 412 through 422                    2,400 square feet

As to the above numbered lots, the following requirements shall apply to two-story dwellings: a minimum of 1,400 square feet on the first floor and 1,000 square feet on the second floor.

Dwellings of 2-1/2 stories or more shall be approved by Architectural Review Board.

Article III, Section 6, is amended to include the following:

As to the above numbered lots, no building shall be located on any lot nearer to the front

194D 003

173 1 181



194D 004

line or nearer to a side street line than the minimum set-back lines shown on the recorded subdivision map. No building shall be located nearer than seven and one-half feet to an interior lot line. The Architectural Review Board may waive this interior line requirement in exceptional circumstances, but in no case to less than six feet.

No dwelling shall be located nearer than twenty-five feet to the rear lot line without express permission by the Architectural Review Board. (This provision limited to the above numbered lots).

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration and any supplements or amendments thereto, except as specifically amended above.

Article III, Section 18 is added to include the following:

Section 18 Docksites.

The following additional provisions apply to Lots 412-420 within Phase IX as shown on the subdivision map of Phase IX recorded in Subdivision Map Book 17-S, Page 78.

The owners of these lots may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property in the direction of Grays Creek and/or the Wilmington River. After receipt of the governmental approvals, the deck, walkway and boat dock will also be subject to the approval of the Architectural Review Board as to design and materials. The following structures shall not be permitted in or on the deck, walkway or the dock: boat houses, boat hoists, or any other device used to remove boats from the water. Lighting on the deck, walkway, dock or adjacent shoreline must be directed toward the ground and will be kept at a minimum. Sodium vapor lights will not be permitted nor will flood lights

BOOK  
193 T 186



or large incandescent bulbs having a wattage in excess of 150 watts. Lights may not be on automatic timer, but must be manually cut on and off for each use. Lights may not be left on overnight.

PAGE 005  
BOOK 194D

IN WITNESS WHEREOF, SouthTrust Development Corporation has caused these presents to be executed by its proper officers and its seal affixed on this \_\_\_\_ day of \_\_\_\_\_, 1998.

SOUTHTRUST DEVELOPMENT CORPORATION

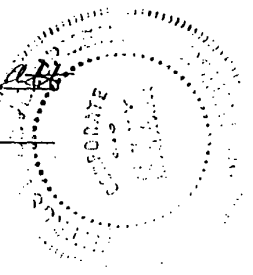
By: Jean Van Burkard

Its: Vice Pres

Attest: Carole R. Stewart

Its: Asst. Secty.

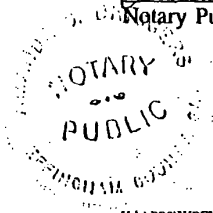
(CORPORATE SEAL)



Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness

Amanda S. Driggers  
Notary Public



AMANDA S. DRIGGERS  
Notary Public, Effingham County, Ga.  
My Commission Expires Apr. 8, 2002

1998 1 18



Clock#: 123206  
FILED FOR RECORD

2/06/2001 04:45PM

PAID: 26.00

*JDS*

Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

After recording return to:  
Christopher E. Klein  
Ellis, Painter, Ratterree and Bart LLP  
2 East Bryan Street, 10th Floor  
Savannah, GA 31401

STATE OF GEORGIA            )  
  )  
COUNTY OF CHATHAM        )

218 S 528

**TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS  
AND CONDITIONS FOR LONG POINT HAMMOCK,  
A PORTION OF LONG POINT SUBDIVISION**

THIS TWELFTH SUPPLEMENTARY DECLARATION OF COVENANTS AND  
CONDITIONS FOR LONG POINT HAMMOCK, A PORTION OF LONG POINT  
SUBDIVISION (hereinafter "Twelfth Supplementary Declaration") is made this 21<sup>st</sup> day of  
November, 2000, by River Development Company, L.L.C. and each of the owners of Lots 1-7 of  
Long Point Hammock (hereinafter referred to, collectively, as "Successor Declarants").

**WITNESSETH**

WHEREAS, Successor Declarants intend that Lots 1-7 of Long Point Hammock, which is  
Phase 10 of Long Point Hammock Subdivision, be subject to the terms and conditions of this  
Twelfth Supplementary Declaration.

WHEREAS, Successor Declarants are the owner of that certain tract or parcel of land  
located in Chatham County, Georgia known as Long Point Hammock, a plat of which is  
recorded in the official records of the Clerk of Superior Court for Chatham County, Georgia in

COPY

Subdivision Map Book 19-S, Folio 63, to which express reference is hereby made for better locating and describing the properties subordinated to this Twelfth Supplementary Declaration .

NOW, THEREFORE, Successor Declarants hereby declare that the said Long Point Hammock, and each lot located therein, together with such additions as may hereafter be made, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges, and liens set forth in the "Declaration of Covenants and Conditions for Long Point Subdivision" (Declaration) dated March 29, 1985 and filed of record with the Clerk of Superior Court of Chatham County, Georgia in Deed Book 126-L, Folios 339-360, and the First Supplementary Declaration dated March 29, 1985, recorded in Deed Book 126-L, Folios 361-369, the Second Supplementary Declaration dated July 21, 1987, recorded in Deed Record book 135-G, folio 88-90, the Third Supplementary Declaration of Covenants dated January 17, 1992, recorded in Deed book 152-M, Folios 123-125, and the Fourth (designed incorrectly as the Third) Supplementary Declaration of Covenants dated May 5, 1992, recorded in Deed Book 154-B, Folios 107-111, the Fifth Supplementary Declaration dated February 18, 1993, recorded in Deed Book 158-Q, Folios 569-574, the Sixth Supplemental Declaration of Covenants dated September 20, 1993, recorded in Deed Book 162-O, Page 1 and in Subdivision Map Book 13-S, Page 54, the Seventh Supplementary Declaration of Covenants dated April 15, 1994, recorded n Deed Book 166-Q, Page 102 and in Subdivision Map Book 13-S, Page 97, the Amendment to the Declaration of Covenants and Conditions dated July 18, 1994 and recorded in Deed Book 168-J, page 475, the Eighth Supplemental Declaration of Covenants and Conditions dated July 25, 1995, and recorded in Deed book 173-T, Page 324 and Subdivision Map Book 15-S, Page 16, the Ninth Supplementary Declaration of Coverages and Conditions dated January 31, 1996 and

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recorded in Deed Book 176-W, Page 276, the Tenth Supplementary Declaration of Covenants and Conditions dated March 11, 1996, and recorded in Deed Book 177-P, Page 1, the Eleventh Supplementary Declaration of Covenants and Restrictions dated August 22, 1997 and recorded at Deed Book 187-L, Page 482 and subject to the covenants, charges and liens hereinafter set forth in this Twelfth Supplementary Declaration.

Article 1.

Property Subject to this Twelfth Supplementary Declaration. The covenants and conditions hereby imposed are applicable to Lots Numbers 1 through 7, Long Point Hammock, which is Phase X of Long Point Subdivision, as said lots appear upon the map of said plat of record in Subdivision Map Book 19-S, Folio 63, Chatham County, Georgia records.

Article 2.

Extension of Existing Covenants and Conditions. All of the terms, provisions, covenants, and conditions contained in that Declaration of Restrictive Covenants recorded in Deed Book 126-L, Folios 339-360, Chatham County, Georgia records, as amended, are hereby incorporated into and made a part of this Twelfth Supplementary Declaration, as if written herein, **EXCEPT FOR** the following amendments:

The First Supplementary Declaration of Covenants and Conditions and all amendments thereto are hereby amended as follows:

Article 1, Section 1 is amended to include the Long Point Hammock Subdivision, shown on the Map of said Subdivision recorded in said Clerk's office in Subdivision Map Book 19-S, Folio 63, known as Long Point Hammock, which is a portion of Long Point Subdivision.

Article II is amended as follows: The properties located within Long Point Hammock shall be subject to all assessments and special assessments of Long Point Subdivision. In addition, a Homeowners Association exclusively for Long Point Hammock shall be created. The name of this Homeowners Association shall be The Long Point Hammock Homeowners Association, Inc. The Long Point Hammock Homeowners Association, Inc. shall be permitted to assess a special assessment under the same terms and conditions as is otherwise granted under Article II, Sections 1, 2 and 3 of the Declaration of Covenants and Conditions for Long Point Subdivision except that there shall be no maximum annual assessment as otherwise provided in Article II, Section 3(b).

Article III, Section 4 is amended as follows: A Long Point Hammock Architectural Review Board shall be created for the purpose of reviewing and approving all structures, including houses, garage buildings, docks, dock houses and other buildings located on Lots 1-7 of Long Point Hammock. The Architectural Review Board shall be governed by the rules adopted for it by the Long Point Hammock Homeowners Association, Inc.

Article III, Section 5 is amended as follows: No dwelling shall be permitted on any lot in Long Point Hammock that does not include a total of 3,000 square feet of heated area per residence. Any two story dwelling shall have a minimum of 1800 square feet of heated area on the first floor and 1200 square feet of heated area on the second floor. Dwellings over two stories shall require approval by the Architectural Committee but in no event shall a dwelling over two and a half stories be permitted.

Article III, Section 6 is amended to include the following:

No building shall be located on any lot nearer than twenty (20) feet to the front lot line, twenty-five (25) feet to the rear lot line or fifteen (15) feet to either side lot line.

Article III, Section 13 is amended to include the following:

Septic tanks are permitted in Long Point Hammock.

Article III, Sections 18 and 19 shall be added to provide as follows:

Section 18. Dock sites. The owners of Lots 1-7 may, subject to proper governmental approvals, construct a deck, a walkway, and a boat dock extending from the property in the direction of the Wilmington River, as permitted by the plat recorded at Subdivision Map Book 16-S, Folio 63. A dock house with a roof is permitted but it may not be taller than one floor. Lighting on the deck, walkway, dock, or adjacent shoreline must be shielded, directed towards the ground and will be kept to a minimum. Sodium vapor lights will not be permitted, nor will flood lights or large incandescent bulbs unless they are manually cut on and off for each use. Lights may not be left on overnight.

Section 19. Trees. No trees can be cleared from Lots 1-7 except those under four (4) inches in diameter and within five (5) feet of the house footprint without approval of River Development Company, LLC or a Tree Committee it names to replace it.

Article V, Section 1 The yearly dues shall be Six Hundred (\$600.00) Dollars plus the normal Long Point dues.

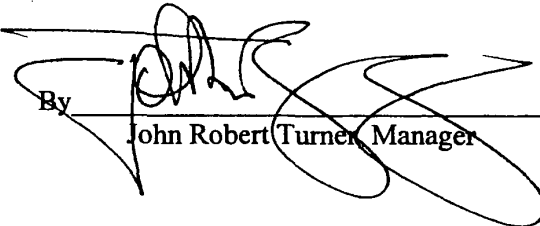
Article V, Section 4 Each property owner of Lots 1-7 will be charged a fee, from time to time, to reimburse the Long Point Hammock Homeowners Association for costs of maintenance and repair of the private road, gate, bridge and other common areas of Long Point Hammock.

Long Point Hammock Homeowners Association, Inc. may only assess fees for capital improvements, however, if approval from each property owner of Lots 1-7 is received.

The amendments hereby effected are supplementary in nature and are not to be construed in a manner to alter any of the terms and conditions set forth in the original Declaration of Covenants and Conditions for Long Point Subdivision of record in Deed Book 126-L, Folio 339, as amended, except as specifically set forth herein. This Twelfth Supplementary Declaration shall be extended and renewed automatically by any extension or renewal of the Declaration of Covenants for Long Point Subdivision, as amended, or by the recording of an extension or renewal in accordance with the requirements of Georgia law prior to any termination of this Twelfth Supplementary Declaration.

IN WITNESS WHEREOF, River Development Company, L.L.C. and the undersigned, as the owners of Lots 1-7 of Long Point Hammock, have caused these presents to be executed and their seal attached as of the date set forth above.

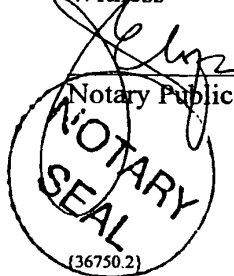
RIVER DEVELOPMENT COMPANY, L.L.C.

By  \_\_\_\_\_  
John Robert Turner, Manager



Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness



JUDITH S. BLOFSON  
Notary Public, Chatham County, GA  
My Commission Expires July 13, 2004

COPY

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LOT 1:

\_\_\_\_\_(Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

LOT 2:

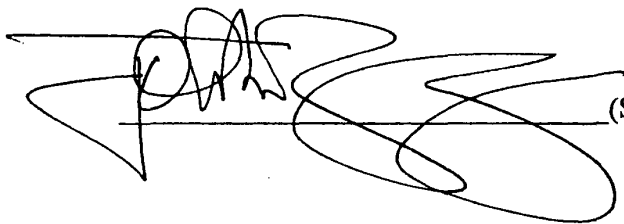
\_\_\_\_\_(Seal)

Signed, sealed and delivered  
in the presence of:

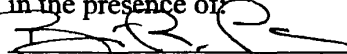
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

LOT 3:

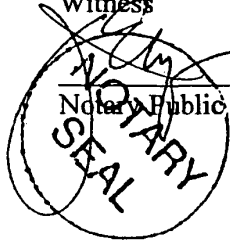
\_\_\_\_\_(Seal)

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

JUDITH S. ELOPSON  
Notary Public, Chatham County, GA  
My Commission Expires July 18, 2004



COPY

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LOT 4:

\_\_\_\_\_  
(Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

LOT 5:

\_\_\_\_\_  
(Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

LOT 6:

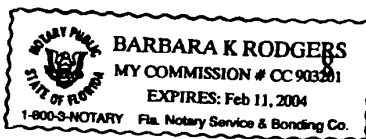
*[Handwritten Signature]*  
\_\_\_\_\_  
(Seal)

Signed, sealed and delivered  
in the presence of:

*[Handwritten Signature: Irish Roy]*  
\_\_\_\_\_  
Witness

*[Handwritten Signature: Barbara K. Rodgers]*  
\_\_\_\_\_  
Notary Public

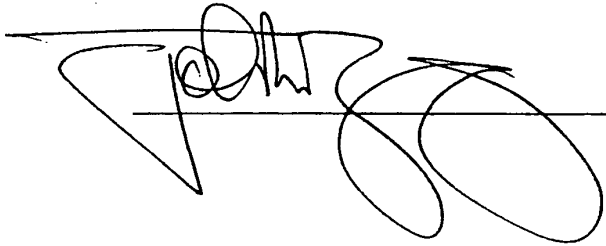
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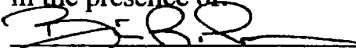
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LOT 7:

  
\_\_\_\_\_  
(Seal)

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

218 S 536

COPY





It is expressly understood and agreed that the hatched and shaded portions of said property not included in Lots 423, 424 and 425 and shown on the aforesaid map as a right-of-way and road known as "Governors' Court" (hereinafter the "Right-of-Way") have not at this time been conveyed to nor accepted by the Long Point Property Owners Association, Inc. (the "Association") and the same is not presently subject to the Long Point Covenants. In the future, the road contained within the Right-of-Way shall either be constructed to the same standards as other roads are generally constructed in the Long Point subdivision and all portions of the Right-of-Way conveyed to and accepted by the Association or the same shall be owned and maintained by the owners of lots in Phase 4A.

277 L  
809K  
PAGE  
680

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed as of the day and year first above written as the date hereof.

LONG POINT ASSOCIATES, LLC

By: *Kevin G. Doe (number)*  
Title: *Manager*

Executed in the presence of:

*[Signature]*  
Witness  
*[Signature]*  
Notary Public



The undersigned purchaser of lot \_\_\_\_\_ of the Long Point Subdivision, Phase 4A, by causing its duly authorized officer to affix his signature hereto, hereby agrees and consents to the terms hereof.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

Executed in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Notary Public

**SUBDIVISION MAP ON  
DEED BOOK 2791 Page 679  
ON 10/13/2004**

VICINITY MAP  
NOT TO SCALE

**SUBDIVISION MAP ON  
DEED BOOK 279D Page 358  
ON 11/18/2004**

**SUBDIVISION MAP ON  
DEED BOOK 279D Page 361  
ON 11/18/2004**

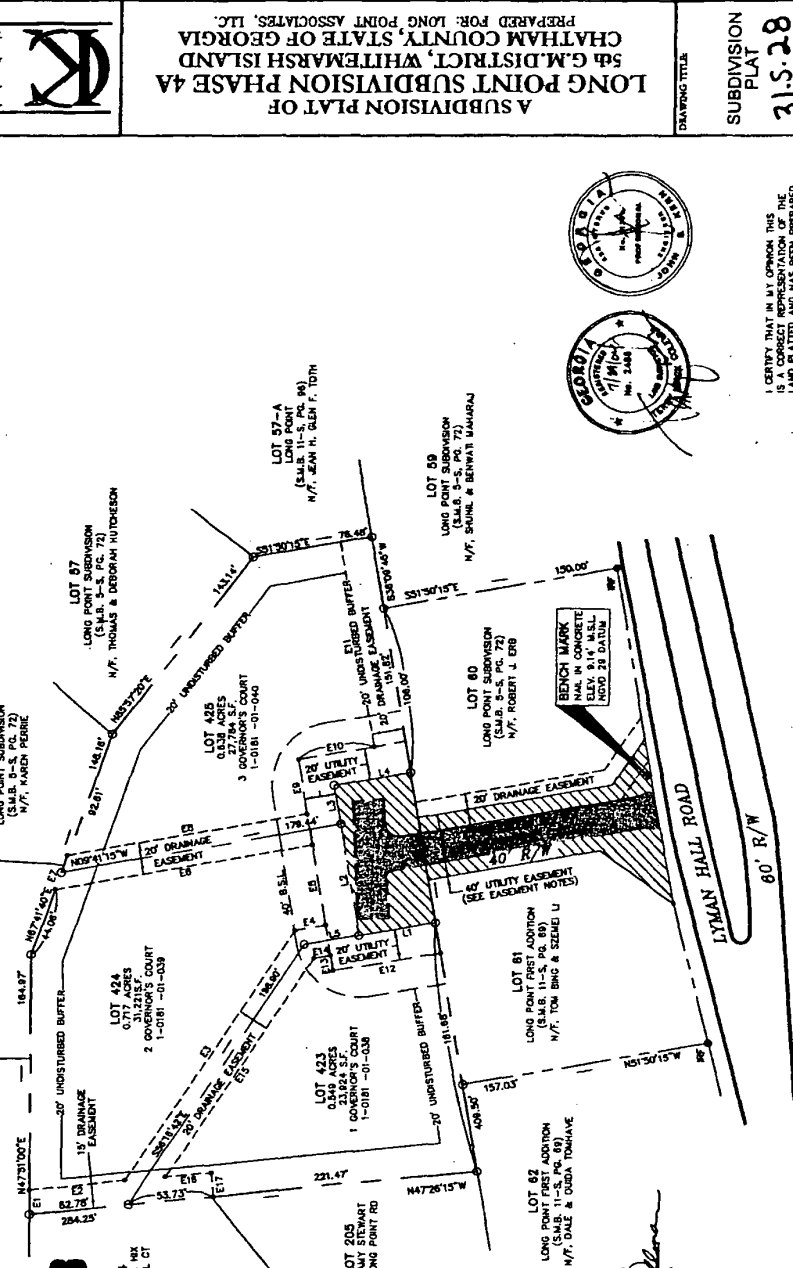
**SUBDIVISION MAP ON  
DEED BOOK 279N Page 101  
ON 11/29/2004**

RECEIVED FOR RECORD  
2004 SEP 17 11 21 24  
DEPT. OF REVENUE  
REC. DIVISION

**BOOK 315 PAGE 28**

LINE	LENGTH	BEARING
E1	10.00	N87°11'15"W
E2	10.00	N87°11'15"W
E3	10.00	N87°11'15"W
E4	10.00	N87°11'15"W
E5	10.00	N87°11'15"W
E6	10.00	N87°11'15"W
E7	10.00	N87°11'15"W
E8	10.00	N87°11'15"W
E9	10.00	N87°11'15"W
E10	10.00	N87°11'15"W
E11	10.00	N87°11'15"W
E12	10.00	N87°11'15"W
E13	10.00	N87°11'15"W
E14	10.00	N87°11'15"W
E15	10.00	N87°11'15"W
E16	10.00	N87°11'15"W
E17	10.00	N87°11'15"W

PROPERTY LINE TABLE	LINE	LENGTH	BEARING
1	10.00	N87°11'15"W	
2	10.00	N87°11'15"W	
3	10.00	N87°11'15"W	
4	10.00	N87°11'15"W	
5	10.00	N87°11'15"W	
6	10.00	N87°11'15"W	
7	10.00	N87°11'15"W	
8	10.00	N87°11'15"W	
9	10.00	N87°11'15"W	
10	10.00	N87°11'15"W	
11	10.00	N87°11'15"W	
12	10.00	N87°11'15"W	
13	10.00	N87°11'15"W	
14	10.00	N87°11'15"W	
15	10.00	N87°11'15"W	
16	10.00	N87°11'15"W	
17	10.00	N87°11'15"W	



I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE SUBDIVISION AND THE SAME IS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW AND IS SUITABLE FOR RECORDING.

*[Signature]*  
TERRY MACK COLEMAN  
GA. REG. LAND SURVEYOR NO. 2468

50' 25' 0" 50'  
GRAPHIC SCALE: 1" = 50'

**Kern-Coleman & Co., LLC**  
Consulting Engineers - Land Surveyors - Land Planners  
Architects - Landscape Architects - Environmental Scientists  
1446 Court O'Wood, Suite 1512, Marietta, Georgia 30066  
Telephone: (770) 334-6600 Fax: (770) 334-1893 E-mail: kern@kerncolemanc.com

**LONG POINT SUBDIVISION PHASE 4A**  
5th G.M. DISTRICT, WHITEMARSH ISLAND  
CHATHAM COUNTY, STATE OF GEORGIA  
PREPARED FOR: LONG POINT ASSOCIATES, LLC.

DRAWING TITLE  
SUBDIVISION  
PLAT  
315-28

SCALE: 1" = 50'

DATE: JAN. 7, 2004

1/1

