For Supp. and Amend. see D.B. 52-X, folio 72.
For Supp. and amend. see D.B. 53-5, folio 260.

DECLARATION OF
RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS,
EASEMENTS, RIGHTS AND PRIVILEGES

OF THE

HARRISON POINTE SUBDIVISION

436/76

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STATE OF GEORGIA

COUNTY OF GLYNN

DECLARATION OF

RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS,

EASEMENTS, RIGHTS AND PRIVILEGES 000078

This Harrison Pointe Subdivision Declaration of Covenants and Restrictions (the "Declaration") is made this day by Harrison Pointe Development Co., a Georgia corporation with its principal place of business in Glynn County, Georgia (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the real property described in Exhibit "A" of this Declaration and desires to create thereon and on the additional property a subdivision to be known as "Harrison Pointe Subdivision" which will be compatible with the zoning ordinances of Glynn County, Georgia; and

WHEREAS, the Developer desires to provide for the preservation and enhancement of property values, amenities, and for the maintenance of common areas and improvements thereon, and to this end desires to subject the property described on Exhibit "A," together with such additions as may hereinafter be made thereto, to covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof; and

WHEREAS, Developer deems it desirable, for the efficient accomplishment of these ends, to create an agency to which it will delegate and assign the powers to maintain and administer the

Properties and facilities and to administer and enforce the covenants and restrictions herein contained and collect and disperse assessments and charges hereinafter created, and

WHEREAS, Developer has incorporated, under the laws of the State of Georgia, a non-profit corporation "Harrison Pointe Home Owners' Association, Inc." for the purpose of exercising some or all of such functions.

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NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A," and such additions thereto as may hereafter be made, pursuant to the provisions hereof, is and are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges, and liens herein set forth and the same are hereby imposed and established;

AND, FURTHER that the Developer hereby delegates and assigns to Harrison Pointe Home Owners' Association, Inc. the power of owning, maintaining, and administering the common areas, common property and facilities, administering and enforcing the covenants and restrictions, collecting and dispersing the assessments and charges hereinafter created and not reserved to Developer, and promoting the general welfare of the Owners and occupants of the Property.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration, or any supplemental declaration or amendment (unless the context shall prohibit) shall have the following meanings: 000080

(a) "Approval" shall mean and refer to the issuance by any public agency, private agency, lender, the Association, its Board of Directors or Committee appointed by its Board, or other approving person or authority of written approval, or any written waiver of approval rights, or any letter of "no objection," or any letter declining to approve or disapprove or the written equivalent.

(b) "Assessable Unit" shall mean and refer to any subdivided Lot within the Properties which is subject to assessments as provided in Article VI hereof.

(c) "Association" shall mean and refer to Harrison Pointe Home Owners' Association, Inc. and its successors and assigns.

(d) "Book of Resolutions" shall mean and refer to the document containing the rules, regulations and policies of the Association as they may, from time to time, be adopted and amended.

(e) "Common Area" and "Common Property" shall mean and refer to all personal property, real property and improvements thereon now or hereafter owned or leased by the Association or over which the Association has an easement or license (excepting lots and improvements and buildings thereon) for the use and enjoyment

of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first lot to an owner who is not the Developer is described on Exhibit "B" attached hereto and incorporated herein by reference.

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(f) "Developer" shall mean and refer to Harrison Pointe Development, Co. and its successors and assigns; provided, however, that no successor or assign of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights and obligations pass by operation of law. The rights and obligations of Developer shall cease and terminate as provided herein.

(g) "First Mortgagee" shall mean and refer to an institutional lender who holds the first mortgage or Deed to Secure Debt on a Lot and/or improvements and who has notified the Association in writing of his holding.

(h) "Institutional Lender" shall mean and refer to one (1) or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including, but not limited to, real estate investment trusts, any other lender regularly engaged in financing the purchase,construction or improvement of real estate,or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of such a lender, or any combination of any of the foregoing entities.

(i) "Lot" shall mean and refer to any plot or parcel of land which is a recorded subdivision of the Properties, with the exception of Common Area, as herein before defined.

(j) "Members" shall mean and refer to members of the Association which shall consist of all Owners.

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(k) "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once each week for two (2) consecutive weeks in the Brunswick News or such other newspaper which has been designated as the official publication for legal notices in Glynn County, Georgia.

(l) "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one (1) or more persons or entities. The term shall not include those having an interest merely as security for the performance of an obligation.

(m) "Plat" shall mean a recorded plat showing the properties, including Common Areas and Lots as they are subdivided, conveyed or created titled "Harrison Pointe Phase I" dated June 5, 1992 by Robert N. Shupe, G.R.L.S. No. 2224 recorded in Plat Drawer 22 Plat #19 the Office of the Clerk of Superior Court of Glynn County, Georgia, simultaneously with this Declaration, and additional plats recorded from time to time submitting additional property, lots, common property or merging property of the Association.

(n) "Properties" shall mean and refer to all of the real property which is hereby subjected to the Declaration, together

with such other real property as may, from time to time, be added thereto under the provisions of Article III hereof.

(o) "Quorum of Members" shall mean and refer to the representation by presence or proxy of membership who hold fifty percent (50%) of the outstanding votes of members, either by presence or by proxy. C00083

(p) "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions which may be recorded by the Developer or the Association which extends the provision of this Declaration to additional property.

ARTICLE II

LAND USE RESTRICTIONS

Section 1. Generally:

The real property or Additions to Property, is hereby submitted and subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared, to insure the best use and most appropriate development and improvement of each lot; to protect Owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and

maintain proper set backs from streets, alignment of structures, and adequate free space between structures, and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of lots.

Section 2. Single Family Residence: 000084

All Lots shall be used solely and only for residential purposes, and only one single family resident building for private residence, with or without a private attached or detached garage, shall be erected upon any one lot, but more than one lot may be used as a site for a single residence. Notwithstanding any other provision of this Declaration, Developer may use one or more residential type buildings on one or more lots and change the same from time to time as a Sales Office for the Subdivision and/or a model for sales and related purposes.

Section 3. Home Office:

Developer, its successors and assigns, shall have the right to grant, in writing, unto certain professional persons, the privilege to occupy certain designated areas in their residence as an office, provided such office area does not occupy more than fifteen (15%) percent of the first floor area of the residence and no sign or other form of advertisement shall appear on any lot or improvement. Such privilege may be granted or withheld in the absolute discretion of Developer and shall not be transferrable to any person or purchaser without the written consent of Developer.

Section 4. Minimum Ground Area for Residence:

No residence shall be erected on any lot or lots covering a ground area (excluding garages) of less than 1,200 square feet for a one-story residence, or covering a ground area of less than 1,000 square feet for a two-story (or more) residence. The ground area of attached porches will be considered as one-half of the actual square footage for purposes of this restriction.

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Section 5. Set Backs from Property Lines:

No building shall be located on any Lot nearer to the front line of the Lot or nearer the side street line than the minimum setback line shown on the plat. In any event, no building shall be located on any Lot nearer than 25 feet to the front line of the Lot, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to any interior line of the Lot. No building shall be located on an interior Lot nearer than 7 feet from the rear line of the Lot or 15 feet from the boundary line between marshlands and upland as established by the Georgia Department of Natural Resources, where applicable. For purposes of this covenant, eaves, and steps shall not be considered as a part of a building, provided, however, that this shall not be considered to permit any portion of a building on a Lot to encroach upon another Lot.

Section 6. Subdividing of Property:

No lot shall be sold or subdivided except as whole for the purpose of erecting a complete residence on either portion;

provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots on either side.

Section 7. Approval of Architectural and Landscape Plans:

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration thereto be made, until final plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot to be built upon shall have been submitted to and approved in writing by the Developer, its successors and assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the Developer. Construction, erection and building shall be in strict complaince with approved plans and specifications. The Developer shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, it shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built on the said Lot upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, garages, and other structures shall be constructed in general conformity with the general architecture

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of the dwelling house and of materials which shall conform to the materials used in such dwelling house.

1. Building plans and specifications shall consist of not less than the following: foundation plan, section details, floor plan of all floors, elevation drawings of all exterior walls, roof plan, and plat plan showing location and orientation of building on the lot with all setbacks indicated. Such plans and specifications also shall show the location of all trees having a diameter of eight (08) inches or more, four (4) feet above ground level, and shall indicate driveway and show finished grades.

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2. A finished grading plan shall be submitted and approved by Developer before any landscaping or building is actually executed.

3. Houses shall be constructed by Developer, or a licensed general contractor, approved by the Developer in its discretion, and, in the discretion of Developer, supervised by an architect, and shall be completed within one (1) year from commencement of construction.

4. In the event said Developer fails to approve or disapproves such design and location within thirty (30) days after said plans and specifications and information have been submitted to it, it will be presumed that the Board or its committee will approve such addition, alteration, or change.

5. Developer, in its judgment and discretion, may require plans and specifications to be prepared by a registered architect. Developer reserves the right to establish, modify and enforce

general development and building criteria and standards, guidelines, review procedures, and design standards or guidelines, inspection and enforcement procedures prior to or concurrently with the approval of any building plans.

6. Developer, its successors and assigns, may assign, in whole or in part, the right and authority with regard to architectural approval to the Association and its Board of Directors. The Board of Directors or the Association may delegate such right and authority in turn to a committee. Such transfer or delegation by Developer may be in whole or in part, on condition and/or for limited time intervals, or in its discretion, an absolute irrevocably and/or unconditional assignment.

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Section 8. Exterior Maintenance:

In addtion to the maintenance for the Common Properties, the Association may, but shall not be obligated to, provide exterior maintenance upon each lot, including, but not limited to, destroying tall grass, undergrowth, weeds, and any unsightly and undesirable thing therefrom, repair, paint and/or clean exterior wall surfaces which are not kept in a neat, well-maintained condition, and do any other things and perform any labor necessary or desirable in the judgment of the Association to maintain the property neatly and in good order. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such lot is subject under Article VI hereof, and as part of such annual

assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article VI hereof, may add thereto the estimated costs of the exterior maintenance for that year but shall, thereafter make such adjustment with the Owner as is necessary to reflect the actual costs thereof. For the purpose solely of performing the exterior maintenance authorized by this paragraph, the Association, through its duly authorized agents, employees, and officers, shall have the right, after reasonable notice to the Owner, to enter upon any Lot and Improvements at reasonable hours on any day except Sunday.

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Section 9. Cutting of Large Trees:

No living tree having a diameter greater than eight (08) inches, four (4) feet above ground level, may be cut on any of the lots in said Properties without the written consent of the Developer, except such trees as shall be growing with five (05) feet of the residence to be erected thereon.

Section 10. Off-Street Parking:

The Owner of each lot or lots comprising a building site shall provide an off-the-street parking area on his lot for his own vehicles and those vehicles of others who occupy the residence on a regular basis.

Section 11. Lot Surveying Monuments:

If permanent corner reference monuments have not been erected or are not in place, the Owner shall have such permanent corner reference markers erected by a competent registered surveyor at his expense, before construction is commenced on any lot and shall maintain the same thereafter.

Section 12. Specific Prohibitions: 000090

1. The erection and occupancy of a garage or garage apartment on any lot, prior to construction of the main residence is prohibited.

2. No mobile homes or house trailer shall be construed as a single family residence.

3. No fences or walls may be constructed without prior written approval of the Developer except those erected by the Developer as a screen or buffer or landscape area.

Section 13. Traffic Hazards:

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot if the location of such will obstruct the vision of a motorist on any adjacent street, road, or lane and thus create a traffic hazard.

Section 14. Nuisances:

1. There shall not be constructed, erected, permitted, committed, maintained, used or operated any nuisance of any kind or character.

2. No trash, rubbish, garbage, debris or material shall be deposited on any lot, except building materials during the course of construction.

3. No noxious or offensive activity shall be carried on upon any lot in said development, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

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4. No parking of trucks or trailers shall be permitted on streets, roads or lots, except during construction, and thereafter, except for delivery or pick-ups.

5. No advertising sign or advertising matter shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement on any lot in said development without the written consent of the Developer, and the Developer, through its agents, employees or designee, may enter upon any Lot upon which any such sign or matter is erected or displayed and summarily remove and destroy any such unauthorized sign or matter.

6. No livestock or live fowl or other animals, except domesticated dogs and cats, shall be kept upon any Lot without the written consent of the Developer or its designee. Developer may prescribe standards for securing such domesticated dogs or cats and the improvements for such security measures shall be subject to the approval of Developer. No dogs or cats may be kept on said Lots and bred or maintained for any commercial purpose.

Section 15. Violation of the Declaration:

In addition to maintenance of Common Properties and exterior maintenance, the Association may, through its Board of Directors, correct or cure any default or violation of these Declarations, including, but not limited to, any restriction, prohibition or requirement, unauthorized act or omission, and do all things and perform any labor necessary to correct or cure such default or omission. The cost and expense of such correction or cure shall be assessed against the Lot for which such cost and expenses are paid or incurred or in an amount which are anticipated to be paid or incurred shall be added to and become a part of the annual maintenance assessment or be made a special assessment or charge to which such Lot is subject under Article VI hereof; and the same shall be a lien and obligation of the Owner and shall become due and payable as provided by the Association and its Board. For the purpose of solely performing such cure and correction authorized by this paragraph, the Association, through its duly authorized agents, employees, and officers shall have the right, after reasonable notice to Owner, to enter upon any Lot and improvements, at reasonable hours, on any day except Sunday.

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ARTICLE III

PROPERTY SUBJECT TO THE DECLARATIONS AND ADDITIONS THERETO

Section 1. The Properties:

The real property which is and has been held, transferred, sold, conveyed, subjected to the imposition of the herein contained restrictions, conditions, limitations, easements, rights,

privileges, liens and charges of this Declaration is located in Glynn County, Georgia, and is described on Exhibit "A" attached hereto and incorporated herein by referenced (herein referred to as "Property" and "Properties").

Section 2. Additions to Properties:

Additional lands may become subject to this Declaration in the following manner: (1) Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages, provided that such additions are for residential use with use restrictions not less restrictive than those contained in this Declaration, with a lot size equal or greater than that provided by the Zoning Text approved for the property from time to time, and such lots and property are subject to assessments in accordance with the terms of this Declaration and Association Bylaws and provisions of the Articles of Incorporation.

The Additions under this section shall be made by filing of record a supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such supplemental Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties, and as are not inconsistent with the scheme of this Declaration and the

conditions hereinabove set forth for such Additions. In no event, however, shall such supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the Properties without complying with the provisions for amendment as hereinafter set forth.

Section 3. Merger or Consolidation:

Upon the merger or consolidation of the Association with another association, as provided in the Articles of Incorporation and/or Bylaws, or by statute, its properties, rights and obligations, may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association, 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 may administer the covenants and restrictions established by this Declaration with the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocations, change or addition to the covenants established by this Declaration within the Existing Property, except as hereinafter provided. A merger shall require the assent of seventy-five percent (75%) of a quorum of members.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership:

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenant of record to assessment by the Association, shall be a Class A member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be member. No Owner shall have more than one (1) membership and one (1) Class A membership vote with regard to each Lot. Class A Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot, and ownership of such Lot shall be the sole qualification for membership. Class B membership shall be held by Developer, its successor or assign, and it is appurtenant to the rights, powers and privileges of the Developer reserved under this Agreement, and not limited to, incident to or appurtenant to Lot ownership and shall continue until terminated regardless of whether Developer continues to own a Lot in the Subdivision and its additions.

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Section 2. Voting Rights:

The Association shall have two classes of voting membership which shall be as follows:

1. Class A. Class A members shall be all those Owners as defined in Section 1, Article IV. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 of this Article.

When more than one person holds such interest or interest in any Lot, all such persons shall be members and the votes for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be case with respect to any such Lot.

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2. Class B. The Class B members shall be Developer, his successor or assign. The right of Developer to assign Class B membership must be incident to a total assignment of all right, power and privilege, liability and obligation of Developer, which Developer retains at the time of assignment, and may not be assigned separately from such complete assignment. The Class B member shall be entitled to four (4) votes for each Class A member vote outstanding from time to time, PROVIDED, HOWEVER, the Class B membership shall cease to exist on the earlier of the following events: (a) Developer, its successor or assign, delivering a written termination of the Class B membership to the Association at any time; or, (b) At 11:59 P.M. on May 1, 2002. Upon such event of termination, the Class B membership shall terminate and no longer continue to exist unless by Amendment to this Declaration.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easement of Enjoyment:

Subject to the provisions of Section of this Article, every member shall have the right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to the Common Properties:

Developer may retain the legal title to the Common Properties or parts thereof until such time Developer shall chose to convey the same to the Association; but notwithstanding any provision herein, the Developer hereby covenants and agrees for itself, its successors and assigns, that it will convey the Common Properties to the Association, free and clear of all liens and encumbrances 000097 not later than the 1st day of May, 2002.

Section 3. Extent of Members' Easements:

The rights and easements of enjoyment created shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to convey the same as security under deed to secure debt or mortgage or other debt instrument. In the event of a default upon any such debt instrument, mortgage or security deed, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission, use fees or other fees as a condition to continue enjoyment by members and, if necessary, to open the enjoyment of such properties to a wider public use until the mortgage or secured indebtedness is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and,

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and,

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and, 000098

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and,

(e) The right of the Association to dedicate, or transfer or license the use of all or any part of the Common Properties to any public agency, authority, commission, municipal or county government or utility for such purposes and subject to such conditions as may be agreed upon; provided that no such dedication, transfer or license, or determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes has been executed as to a license, and has been executed and recorded as to a dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken. As to any person relying upon a written instrument signed by the President of the Association, it shall be presumed that such written notice has been served and sent to each member at least ninety (90) days in advance of the action taken.

ARTICLE VI

COVENANTS FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments:

The Developer, for each Lot owned by it within the property, hereby covenants, and each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Assessments for exterior maintenance; and, (3) Special assessments for capital improvements. 190093

Such assessments shall be fixed, established and collected, from time to time, as herein provided. The annual and special assessments, together with such 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 said assessment is made. Each assessment, together with interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons who was the owner of the property at the time when the assessment fell due.

Section 2. Basis and Purpose of Assessment:

Until the year beginning January 1, 1993, assessments shall be One Hundred Dollars ($100.00) per lot. From and after January 1, 1993, the annual assessment shall be set in accordance with the budget prepared by the Board of Directors of the Association. The

Board of Directors shall meet sixty (60) days prior to January 1 of each year and shall prepare a budget for the maintenance and operation of and the improvement of properties, services, and facilities devoted to the purposes and related to the uses and enjoyment of the Common Properties and of the buildings situated upon the properties, including, but not limited to, the following:

(a) Fees and expenses of managing and administering the Association and maintaining the Common Properties; 000100

(b) The expenses of utility services for the Common Properties, including water, gas, electricity, and sewer, if any;

(c) The costs of all insurance premiums on all policies of insurance obtained by the Association pursuant to the best judgment of the members and the Board of Directors;

(d) All rental and other payments required to be made for any property which is hereafter leased or rented for the use and benefit of the Association;

(e) Amount determined by the Board to be reasonably required as working capital of the Association, a general operating reserve, a reserve fund for replacements;

(f) Special assessments for capital improvements as provided for herein;

(g) Any ad valorem, real property, or personal property and special assessments affecting the Common Properties;

(h) All other amounts necessary to carry out the responsibilities of the Association and to provide for the purpose

of promoting the recreation, health, safety and welfare of the residents of the property.

The budget shall be made for the succeeding calendar year and shall estimate the amount of common expenses to be paid for such year. The amount of the budget and assessments shall be allocated equally to all lots and the allocated amount shall be the assessment for the succeeding year. The Board shall give each owner at least thirty (30) days notice of each annual assessment. The assessment date shall be January 1st of each year. The written notice of annual assessment shall contain a copy of the budget. The assessment shall be a lien on the assessment date. The Board, upon written request and for a reasonable charge, shall furnish a certificate signed by an officer of the Association stating whether or not the assessment on a specific Lot has been paid. Notwithstanding the foregoing, however, in the event the Board fails for any reason to fix the amount of the annual assessment, then, and until such time the annual assessment for such year have been fixed, the annual assessment equal to the amount of the last annual assessment against each Lot shall be deemed to have been imposed as of January 1st, subject to increase or decrease by formal action of the Board.

C30101

Section 3. Special Assessment for Capital Improvements:

In addition to the assessments provided for above, the Association may levy special assessments for the purposes of paying, in whole or in part, the cost of construction or reconstruction, unexpected repair or replacement of a described

capital improvement upon the Properties, including the necessary fixtures and personal property related thereto; provided that such assessment shall have the assent of fifty-one percent (51%) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting and comply with the requirements as specified in the Bylaws of the Association.

Section 4. Date of Commencement of Annual Assessments: 000102

The first assessments shall be due for the balance of the calendar year 1992 and shall become due and payable on the 31st day of July, 1992. The assessment for any year thereafter shall be due and payable on the 31st day of March of said year; provided, however, the Board of Directors may provide due dates for each annual assessment payable in quarterly or more frequent installments by written notice to the Owners and by filing a recordable affidavit in the Office of the Clerk of Superior Court of Glynn County, Georgia, executed by an officer of the Association. The annual assessment, which may be levied for the balance remaining in a given year against any property which is hereafter added to the properties now subject to assessment, shall be an amount which bears the same relationship to the annual assessment as the remaining number of months that year bears to twelve (12) months, if such property is added at a time other than the beginning of the assessment period, January 1st of each year.

The due date of any special assessment under Article VI, Section 3, shall be fixed in the resolution authorizing such assessments.

Section 5. Duties of the Board of Directors:

The Board of Directors shall fix the amount of the assessment against each lot for each assessment period at least sixty (60) days in advance of January 1st of each year and shall prepare a roster to the Properties and assessments applicable thereto, which shall be kept in the offices of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereafter be sent to every Owner subject thereto. 000103

The Association, upon demand at any time, shall furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effects of Non-Payment of Assessments:

The Personal Obligation of the Owner; the Lien; Remedies of Association. If the Assessments are not paid on the date when due (being the date specified in Article VI, Section 4) then such assessment shall become delinquent and shall (together with such interest thereon and costs of collection thereof as hereinafter provided) thereupon become a continuing lien upon the property, which shall bind such property in the hands of the then Owner, his heirs, designees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments

however, shall remain the personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If an assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and fifteen percent (15%) attorney's fees. To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of lien, setting forth the amount of assessment, fee, charge or other amount secured thereby, the date or dates due, the amount remaining unpaid, the name of the Owner of the lot and a description of the lot. Such notice shall be signed by officer of the Association and may be recorded as provided by law in the records of the Clerk of Superior Court of Glynn County. Such lien may be foreclosed by the Association in the same manner as a lien for the improvement of real property is foreclosed in the State of Georgia. In any such foreclosure, the Owner shall be required to pay the costs and expense of filing the notice of lien and all attorney's fees the Association incurred in filing such notice and in prosecuting such foreclosure. All such costs and expenses shall be secured by the lien being foreclosed.

The Association shall have the right and power to bid at a foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use or otherwise deal with the lot as the Owner thereof. A release of notice of lien shall be executed by the Association and recorded in the records of the Clerk of the Superior Court of Glynn County, Georgia, upon payment of all such sums secured by the lien, upon payment of recording costs, and expenses of preparation of such release.

Any encumbrancer holding a lien or other encumbrance on a lot may pay, but shall not be required to pay, any amount secured by the lien created hereby, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien or encumbrance, including priorities.

Section 7. Subordination of Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinated to the security title or lien of any First Mortgage or First Security Deed of any Institutional Lender or any mortgage or security deed to Developer now or hereafter placed upon the properties which are subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure or any other proceeding in lieu of foreclosure. Sale or transfer, (other than foreclosure or procedure in lieu thereof) of any lot shall not affect such lien. No sale or transfer shall release such lot from liability for assessments, fees, charges or other amounts thereafter becoming due

or for the lien thereof. The lien for assessments shall be superior to all other liens and encumbrances, except only for (1) lien for ad valorem taxes, (2) lien for all sums unpaid on a First Mortgage or First Security Deed as above described, or (3) any mortgage or security deed to Developer, first or otherwise, duly recorded in the records of the Clerk of Superior Court.

Section 8. Exempt Property:

000106

The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (1) all Properties to the extent of any easements or other interest therein dedicated and accepted by the local public authorities and devoted to public use, if any; (2) all Common Properties as defined in Article I, Section 3, hereof; and, (3) all easements for utilities.

ARTICLE VII

ARCHITECTURAL COMMITTEE

Section 1. Creation of Committee and Review:

Developer may delegate or assign its right, power and privilege with regard to architectural review and control, completely or conditionally, in whole or in part, to the Association and its Board of Directors. Following such delegation and/or assignment, the Board of Directors may create an Architectural Committee to carry out the functions described herein with respect to architectural control. The members of the committee shall not necessarily be board members or owners and

shall serve for such term and upon such conditions as the Board of Directors shall determine by resolution.

ARTICLE VIII

ADDITIONAL RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES

Section 1. Rights:

000107

In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request of the Association to: (a) examine the Association's books and records; (b) receive notice of Association meetings and attend such meetings; (c) receive notice of an alleged default by any Lot Owner for whom such mortgagee holds a mortgage which is not cured within thirty (30) days of notice of default to such Lot Owner and the right to cure such default; (d) receive an estoppel certificate which shall set forth any assessments and charges due upon any Lot at any time and certifying as to whether or not there are any violations of the governing documents with respect to a Lot. This certificate may be demanded and delivered at closing of a first mortgage by an institutional lender. The Association may require payment of a reasonable charge to cover its expenses and costs with regard to furnishing such information and certificates.

ARTICLE IX

BOOK OF RESOLUTIONS

Section 1. Establishment and Maintenance of Book of Resolutions:

The Board of Directors shall be responsible for establishing and maintaining a Book of Resolutions which will contain the

resolutions, policy statements, adopted rules and regulations of the Association which are applicable to and which implement the provisions of this Declaration and the responsibility and duties of the Association and the rights, obligations and duties of members a well as the establishment of committees and the procedures for governing all matters relating to this Declaration and the Association.

ARTICLE X

GENERAL PROVISIONS

000108

Section 1. Duration:

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforced by the Association; or the Owner of any land subject to this Declaration, with respect to legal representatives, heirs, successors and assigns, for the term of twenty (20) years from the date this Declaration is recorded, and after such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then Owners of two-thirds (2/3) of the Lot Owners, has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that these covenants and restrictions may be amended by the affirmative vote of two-thirds (2/3) of the vote of each class of members entitled to vote upon written notice of a meeting of members for such purpose sent thirty (30) days in advance. The officers of the Association may establish the fact of notice and meeting and approval by the required vote by a written

recordable affidavit. No agreement to terminate these covenants shall be effective unless made and recorded one (1) year in advance of the expiration of the original term or any successive term and unless written notice of the proposed agreement to terminate is sent to every Owner at least ninety (90) days in advance of any action to be taken. The Owner of each Lot shall be deemed and hereby does grant to the Association a power of attorney coupled with an interest to consent to the extension of successive periods of these Covenants and this Declaration and execution of documents, instruments and other writings, and the recordind of same, to carry out these extensions unless a Lot Owner signs the instrument with two-thirds (2/3) of the Lot Owners agreeing to change, revoke or terminate these Covenants as required in Section 1.

Section 2. Notices:

Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement:

Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons attempting to violate any covenant or restriction, either to restrain or to recover damages, and against the land to enforce any lien created by these covenants; the right to enforce these covenants shall inure to the Developer, any Owner or the

Association, their respective legal representatives, heirs, successors and assigns; provided, however, that enforcement of the obligation for assessment and liens created pursuant to said assessment shall be the right of the Association, its successors or assigns. Any failure by the Developer, Association or any Owner 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:

Invalidity of any one of these covenants or restrictions by judgment or court order shall in on wise affect any other provision which shall remain in full force and effect.

000110

Section 5. Covenants Running With the Land:

This Declaration of Restrictions, Covenants, Conditions, Liabilities, Reservations, Easements, Rights and Privileges shall be construed as covenants running with the land and shall apply to, and bind all persons, and shall be enforceable by Developer, its successors and assigns or such other persons as herein provided and shall inure to the benefit of Developer, the Association, and Owners, their respective legal representatives, heirs, successors and assigns.

Section 6. Delegation and/or Assignment by Developer:

Developer may delegate or assign its right, power, privilege, title and interest reserved, retained or held by Developer under this Declaration, completely or conditionally, in whole or in part, to the Association and its Board of Directors at any time. Developer may make such delegation or assignment to a partnership

or corporation or other legal entity in which Developer maintains at least a 30% interest in the equity ownership of such entity. Developer may delegate or assign its right, power, privilege, title and interest under this Declaration to any other person or entity only as a complete and total assignment of all of Developer's right, power, privilege, title and interest.

IN WITNESS WHEREOF, the undersigned, Harrison Pointe Development Co., has caused this instrument to be executed on this the 7 day of July, 1992.

000111

Signed, sealed and delivered in the presence of:

Witness

NOTARY PUBLIC 4/15/95

HARRISON POINTE DEVELOPMENT CO.,

By: President

Attest: Edward M. Culver
SECRETARY

EXHIBIT "A"

All that part or parcel of land, situate, lying and being in the 25th G.M.D. Glynn County, Georgia, on the Island of St. Simons and being described on a Plat by Robert N. Shupe, R.L.S. #2224, dated June 5, 1992 titled "Harrison Pointe Phase I" which is recorded in Plat Drawer 22, Plat #19 in the Office of Clerk of Superior Court of Glynn County, Georgia (herein the "Plat") and being shown on said Plat as Lots 1 through 25, Lot 42, and Lots 51 through 56, together with those streets shown on the Plat as Harrison Pointe, Graham Avenue and Rosemount Street. The Property or Properties exclude those areas shown as "Harrison Pointe Development Co." excluding particularly, but not limited to, that area so designated to the south of the above described lots and streets and that area between Lots 1, 11 and 12 and Frederica Road which is north of that street as shown as Harrison Pointe. Such excluded areas are specifically NOT subjected to these Declarations nor is there any representation, warranty, covenant or agreement to subject the same to these Declarations.

000112

EXHIBIT "B"

Reserved Easement reserved by Developer for landscaping, including placement, maintenance, repair and replacement of trees, shrubs, grass, flowers and other botanical growth and the modification of the ground and the grade and contour thereof; Reserved Easement for lighting; Reserved Easement for signage for subdivision and street identification. The Reserved Easements are in those areas described on the Plat as Harrison Pointe, Graham Avenue, and Rosemount Street. Said Easements being the same reserved from the Dedication of said streets to Glynn County.

000113

RECORDED 7-27, 1995

STATE OF GEORGIA

COUNTY OF GLYNN

000261

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES OF HARRISON POINTE SUBDIVISION

The Harrison Pointe Subdivision Declaration of Covenants and Restrictions (the "Declaration") is amended as of July 7, 1992, by Harrison Pointe Development Co., a Georgia corporation, with its principal place of business in Glynn County, Georgia (the "Developer") and the Developer declares said Declaration is amended as follows:

A. ARTICLE II, Section 5, is amended by deleting the second sentence of said Section and substituting the sentence as follows: In any event, no building shall be located on any Lot nearer than twenty (20) feet to the front line of the Lot, and nearer than 10 feet to any side street line."

B. All other terms of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, Harrison Pointe Development Co., has caused this Amendment instrument to be

executed on this the 28th day of May, 1993, as of the initial date of the Declaration, July 7, 1992.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

4-15-96

HARRISON POINTE DEVELOPMENT CO.

By: M T R O J

Attest: Edward M. Culver Jr.

(CORPORATE SEAL).

RECORDED 6-28, 1993

STATE OF GEORGIA

COUNTY OF GLYNN

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES OF HARRISON POINTE SUBDIVISION

000166

The Harrison Pointe Subdivision Declaration of Covenants and Restrictions (the "Declaration") is amended as of July 1, 1993, by Harrison Pointe Development Co., a Georgia corporation, with its principal place of business in Glynn County, Georgia (the "Developer") and the Developer declares said Declaration is amended as follows:

A. ARTICLE II, Section 4, is amended by deleting said Section and substituting a new Section of said Article II as follows: "No residence shall be erected on any lot or lots covering a ground area (excluding garages) of less than 1,500 square feet for a one-story residence, or covering a ground area of less than 1,000 square feet for a two-story (or more) residence. The ground area of attached porches will be considered as one-half of the actual square footage for purposes of this restriction."

B. All other terms of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, Harrison Pointe Development Co., has caused this Amendment instrument to be executed on this the 1st day of July, 1993, as of the initial d000167 of the Declaration, July 1, 1993.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

4-15-94

HARRISON POINTE DEVELOPMENT CO

By:

Attest: Edward M. Culver, Jr.

(CORPORATE SEAL)

RECORDED 7-15, 1993

52X/72

STATE OF GEORGIA

COUNTY OF GLYNN

SUPPLEMENT

AND

AMENDMENT TO DECLARATION OF RESTRICTIONS,

CONDITIONS, LIMITATIONS, RESERVATIONS,

EASEMENTS, RIGHTS AND PRIVILEGES

OF

HARRISON POINTE SUBDIVISION

RECITALS:

A. HARRISON POINTE DEVELOPMENT CO. (the" Developer") declared and established certain DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES as recorded in Deed Book 43-G, Page 76, Glynn County, Georgia records (the "Declaration").

B. The Declaration provide in Article III, Section 2 that Developer had the right to add the hereinafter described and subjected land to the terms of and bring the same within the scheme of the Declaration.

C. The method for adding such property to the Declaration as prescribed in said Article and Section is by the Developer filing a supplement to the Declaration with respect to the Additional Property. Developer hereby adds the Additional Property to the Declaration by this Supplement to the Declaration.

THE DECLARATION IS HEREBY SUPPLEMENTED AND AMENDED by Harrison Pointe Development Co., a Georgia corporation, with its principal place of business in Glynn County, Georgia (the "Developer") and the Developer declares said Declaration is supplemented and amended as follows:

I. All that property described on Exhibit "A" attached hereto and incorporated by reference (herein "Additional Property") is hereby made subject to and is brought within the Scheme of the Declaration and all its terms, conditions, assessments and liens (as the same have been and are amended from time to time) as of the dates on which the additions to the subdivision Plat were and are recorded as set forth on said Exhibit "A".

II. Exhibit "B" of the Declaration is amended to add the reservation of easements in those areas described on the Plat (as extended to include Phase II and Phase IIIA) as Harrison Pointe Drive, Graham Avenue, Rosemont Street and Sinclair Avenue as the same are shown on the additions to the subdivision Plat, Phase I, Phase II and Phase IIIA.

III. All other terms of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOP, the undersigned, Harrison Pointe Development Co., has caused this Supplement and Amendment instrument to be executed as of the dates above set forth.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

4-15-96

HARRISON POINTE DEVELOPMENT CO.

By: _____
Its President

Attest: Edward M. Culver
Its Secretary

(CORPORATE SEAL)

074

EXHIBIT "A"

PHASE II

All that part or parcel of land situate, lying and being in Glynn County, Georgia, and on the Island of St. Simons therein and known and described according to a plat by Robert N. Shupe, Registered Land Surveyor No. 2224 dated 9/7/93, titled "Harrison Pointe Phase II" which is recorded in Plat Drawer 22, Plat No. 199, in the office of the Clerk of Superior Court of Glynn County, Georgia (herein the "Plat") and being shown on said Plat as Lots 26 through 34, Lots 65 through 72, Lot 57 and Lots 43 through 49, together with those streets shown on said Plat as Rosemont Street, Harrison Pointe Drive and Sinclair Avenue. The Property or Properties excludes those areas shown on said Plat as "Open Area." The excluded areas are specifically NOT subject to these Declarations nor is there any representation, warranty, covenant or agreement to subject the same to these Declarations.

975

PHASE IIIA

All that part or parcel of land situate, lying and being in Glynn County, Georgia, and on the Island of St. Simons therein and known and described according to a plat by Robert N. Shupe, Registered Land Surveyor No. 2224 dated 9/7/93, titled "Harrison Pointe Phase IIIA" which is recorded in Plat Drawer 22, Plat No. 258, in the office of the Clerk of Superior Court of Glynn County, Georgia (herein the "Plat") and being shown on said Plat as Lots 81 through 88, Lots 107 and 108 and Lot 104, together with those street shown on said Plat as Harrison Pointe Drive.

RECORDED 5-2 1994

53-S/260

STATE OF GEORGIA

COUNTY OF GLYNN

260

SUPPLEMENT

AND

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES

OF

HARRISON POINTE SUBDIVISION

RECITALS:

A. HARRISON POINTE DEVELOPMENT CO. (the" Developer") declared and established certain DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES as recorded in Deed Book 43-G, Page 76, Glynn County, Georgia records (the "Declaration").

B. The Declaration provide in Article III, Section 2 that Developer had the right to add the hereinafter described and subjected land to the terms of and bring the same within the scheme of the Declaration.

C. The method for adding such property to the Declaration as prescribed in said Article and Section is by the Developer filing a supplement to the Declaration with respect to the Additional Property. Developer hereby adds the Additional Property to the Declaration by this Supplement to the Declaration.

THE DECLARATION IS HEREBY SUPPLEMENTED AND AMENDED by Harrison Pointe Development Co., a Georgia corporation, with its principal place of business in Glynn County, Georgia (the "Developer") and the Developer declares said Declaration is supplemented and amended as follows:

I. All that property described on Exhibit "A" attached hereto and incorporated by reference (herein "Additional Property") is hereby made subject to and is brought within the Scheme of the Declaration and all its terms, conditions, assessments and liens (as the same have been and are amended from time to

time) as of the dates on which the additions to the subdivision Plat were and are recorded as set forth on said Exhibit "A".

II. Exhibit "B" of the Declaration is amended to add the reservation of easements in those areas described on the Plat (as extended to include Phase IIIB) as Harrison Pointe Drive as the same are shown on the additions to the subdivision Plat, Phase IIIB. 261

III. All other terms of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, Harrison Pointe Development Co., has caused this Supplement and Amendment instrument to be executed as of the dates above set forth.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:

HARRISON POINTE DEVELOPMENT CO.

By: _____
Its President

Attest: Edward M. Culver
Its Secretary

(CORPORATE SEAL)

NOTARY PUBLIC GLYNN COUNTY, GA.

EXHIBIT "A"

PHASE IIIB

262

All that part or parcel of land situate, lying and being in Glynn County, Georgia, and on the Island of St. Simons therein and known and described according to a plat by Robert N. Shupe, Registered Land Surveyor No. 2224 dated 5/16/94, titled "Harrison Pointe Phase IIIB" which is recorded in Plat Drawer 22, Plat No. 322, in the office of the Clerk of Superior Court of Glynn County, Georgia (herein the "Plat") and being shown on said Plat as Lots 35 through 40, Lots 58 through 64 and Lots 97 through 103, together with those street shown on said Plat as Harrison Pointe Drive; EXCEPTING AND EXCLUDING FROM THE DECLARATION that unnumbered area of land shown on the Plat between Lots 40 and 97.

RECORDED 6-29, 1994
Marshall E. Brown

567/75

075

STATE OF GEORGIA

COUNTY OF GLYNN

SUPPLEMENT

AND

AMENDMENT TO DECLARATION OF RESTRICTIONS,

CONDITIONS, LIMITATIONS, RESERVATIONS,

EASEMENTS, RIGHTS AND PRIVILEGES

OF

HARRISON POINTE SUBDIVISION

RECITALS:

ORIGINAL
FILED IN OFFICE
'95 FEB 24 PM 1 02
CLERK SUPERIOR COURT
GLYNN COUNTY, GEORGIA

A. HARRISON POINTE DEVELOPMENT CO. (the" Developer") declared and established certain DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES as recorded in Deed Book 43-G, Page 76, Glynn County, Georgia records (the "Declaration").

B. The Declaration provide in Article III, Section that Developer had the right to add the hereinafter described and subjected land to the terms of and bring the same within the scheme of the Declaration.

C. The method for adding such property to the Declaration as prescribed in said Article and Section is by the Developer filing a supplement to the Declaration with respect to the Additional Property. Developer hereby adds the Additional Property to the Declaration by this Supplement to the Declaration.

THE DECLARATION IS HEREBY SUPPLEMENTED AND AMENDED as of December 16, 1994 by Harrison Pointe Development Co., a Georgia corporation, with its principal place of business in Glynn County, Georgia (the "Developer") and the Developer declares said Declaration is supplemented and amended as follows:

I. All that property described on Exhibit "A" attached hereto and incorporated by reference (herein "Additional Property") is hereby made subject to and is brought within the Scheme of the Declaration and all its terms, conditions, assessments and liens (as the same have been and are amended from time to

time) as of the dates on which the additions to the subdivision Plat were and are recorded as set forth on said Exhibit "A".

II. Exhibit "B" of the Declaration is amended to add the reservation of easements in those areas described on the Plat (as extended to include Phase IV) as Sinclair Avenue, Newfield Street and Graham Avenue as the same are shown on the additions to the subdivision Plat, Phase IV.

III. All other terms of the Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned, Harrison Pointe Development Co., has caused this Supplement and Amendment instrument to be executed as of the dates above set forth.

Signed, sealed and delivered in the presence of

Witness

Notary Public

My Commission Expires:

Notary Public, Glynn County, Georgia
My Commission Expires August 31, 1988.

HARRISON POINTE DEVELOPMENT CO.

By: _____
Its President

Attest: Edward M. Culver, Jr.
Its Secretary

(CORPORATE SEAL)

EXHIBIT "A"

PHASE IIIB

All that part or parcel of land situate, lying and being in Glynn County, Georgia, and on the Island of St. Simons therein and known and described according to a plat by Robert N. Shupe, Registered Land Surveyor No. 2224 dated 10/21/94, titled "Harrison Pointe, Phase IV" which is recorded in Plat Drawer 23, Plat No. 2, in the office of the Clerk of Superior Court of Glynn County, Georgia (herein the "Plat") and being shown on said Plat as Lots 73 through 80, Lot 89, Lots 105 and 106 and Lots 109 through 124, together with those streets shown on said Plat as Sinclair Avenue, Newfield Street and Graham Avenue.

RECORDED 2-27-1995