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CLERK SUPERIOR COURT  
GLYNN COUNTY, GEORGIA

**WEST POINT PLANTATION**

**West Point Drive  
St. Simons Island, Georgia**

**Property Owner's Protective Document**

**Declaration of Restrictions, Covenants,  
Limitations and Easements**

Recorded 4/17/03  
*Lola B. Jamoky*  
Clerk Superior Court

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FOR  
DECLARATION OF PROTECTIVE COVENANTS  
FOR WEST POINT PLANTATION**

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**PROPERTY OWNER'S PROTECTION DOCUMENT**

The owner of West Point Plantation wishes to establish a community of beautiful homes situated on home sites shaded by ancient oaks and towering pines, with manicured green spaces, tranquil lakes and ponds, curbed paved streets, and sidewalks all within a secure, private gated environment on beautiful and historic St. Simons Island on the Georgia Coast.

In order to assist the enjoyment of such a community for and by the residents and to protect the value of their investment, it is desirable to create and maintain high standards for use of the property, for design and construction of homes on the property, and for care and maintenance of the common areas and facilities. To this purpose the owner of West Point Plantation is setting forth these declarations that will control the use of the community.

**Declaration of Restrictions, Covenants, Limitations and Easements  
For  
WEST POINT PLANTATION PHASE I**

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by West Point Plantation, LLC, a Georgia Limited Liability Company, hereafter referred to as "Developer" or "Declarant", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to lots and the use of lots as shown upon the print or plat of survey of West Point Plantation Phase I. This Declaration shall apply to all additional properties the Declarant may submit to this Declaration. This Declaration likewise submits the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879.

**WITNESSETH**

The Developer is the owner of certain real property situate, lying and being on St. Simons Island in Glynn County, Georgia, upon which the Developer has created a subdivision. The subdivision to which this Declaration and these Restrictions apply is entitled West Point Plantation Phase I as shown and depicted upon a print or plat of survey of said subdivision prepared by Atlantic Survey Professionals, and signed by Earnest Johns, Jr., Georgia Registered Land Surveyor Number 2774 and dated February 13, 2002, and recorded in the public records of Glynn County, Georgia, in Plat Drawer 28, as Map No. 91.

These Declarations may also apply to any adjacent or contiguous lands or any future phases of said subdivision to which Declarant may specifically impose by Amendment or Supplemental Declaration. None of the provisions nor the operations of these Declarations shall apply to any adjacent or contiguous property unless and until an instrument in writing signed by Declarant and recorded in the public land records of Glynn County, Georgia, shall affirmatively submit any future property to these Declarations.

These Declarations are imposed to maintain the quality of residential purposes of the subdivision and Declarant hereby declares and imposes the same upon all of said lots in said subdivision. The restrictions, covenants, limitations, conditions, reservations and easements as are set forth herein with respect to all lots and the use of all lots in said subdivision.

1. **Definitions. As used in this Declaration the term:**

- (1) *"Board of Directors" or "Board"* means an executive and administrative body, by whatever name designated in the Articles of Incorporation or Bylaws of West Point Plantation Property Owners Association, Inc.
- (2) *"Common area"* means all real and personal property submitted to the Declaration which is owned or leased by the association for the common use and enjoyment of the members.
- (3) *"Common expenses"* means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves to the provisions of the instrument.
- (4) *"Court"* means the Superior Court of Glynn County, Georgia.
- (5) *"Declarant"* means West Point Plantation LLC and all owners and lessees of the property who execute the Declaration or on whose behalf the Declaration is executed; provided however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgage, any lien holder, or any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owner's development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Declarant". Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owner's developments as his or her predecessor did shall also come within such definition.
- (6) *"Declaration"* means the recordable instrument creating covenants upon property which covenants are administered by a property owners association in which



membership is mandatory for all owners of lots in the property owner's development.

- (7) "*Foreclosure*" means, without limitation, the judicial or non-judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage.
  - (8) "*Limited Common Area*" means the portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.
  - (9) "*Lot*" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for development. Where the context indicates or requires, the term lot includes any structure on the lot.
  - (10) "*Lot owner*" means one or more persons who are record title owners of a lot.
  - (11) "*Mortgage*" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.
  - (12) "*Mortgagee*" means the holder of a mortgage.
  - (13) "*Officer*" means an officer in the association.
  - (14) "*Person*" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.
  - (15) "*Property*" means any real property and any interest in real property including, without limitation, parcels of air space.
  - (16) "*Property owner's association*" or "*association*" means West Point Plantation Property Owners Association, Inc.
  - (17) "*Property owner's association instrument*" or "*instrument*" means the Declaration, plats and plans recorded pursuant to this article. Any exhibit, schedule, or certificate accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article.
2. **General Application.** Each of the restrictions, limitations, conditions, reservations and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each Deed of Conveyance from the Developer to any person, firm, corporation or entity conveying or affecting any property in said subdivision. By the acceptance of any Deed to the property, any

purchaser or grantee therein agrees and binds himself, herself, or itself and his, hers or its heirs or administrators, successors and assigns by the terms thereof and no property may be conveyed free from any of the terms or provisions contained herein. The imposition of these restrictions shall in no way be construed as any representation that subdivision may be expanded or additional subdivisions or extensions thereof be made.

3. The Developer hereby reserves the exclusive and unilateral right to amend or add to these restrictions, conditions, and limitations; provided that any such amendment shall be in conformity with the general purpose of this Declaration and the restrictions, conditions and limitations contained herein. The recording of any Amendment or Supplementary Declaration shall be notice to all owners in the subdivision of any additional property that may be submitted to this Declaration.
4. The Developer hereby reserves the right to extend the subdivision or to make future additions to the subdivision, to any adjacent or contiguous properties now owned or hereafter acquired by the Developer, and to alter any unsold lot as shown upon any plat or any portion thereof, including the right to add or eliminate streets, lanes, easements, alley-ways, open areas, etc. so long as access shall be provided to any lot sold by Developer.
5. The rights and privileges reserved and set forth herein shall enure to the benefit of the Developer and to the Developer's respective successors and assigns and successors in title.
6. The Developer for itself and its successors and assigns makes no representation or Warranty as to the operation, management or use by any purchaser of any lot in the subdivision nor to any future use of any other portions of the property that may be contiguous or adjacent to the subdivision, nor does the Developer make any representation as to use, ownership or operation of any surrounding adjacent or contiguous properties.
7. **Streets.** All streets and roads as shown upon the recorded phase maps and plats of the subdivision are private streets and have not been conveyed to Glynn County, Georgia. The sanitary sewers, storm sewers and potable water systems have been or will be conveyed to Glynn County. The irrigation system belongs to West Point Plantation, LLC.
8. **Easements.** There are reserved easements as shown on the recorded phase maps and plats of said subdivision including easements for utilities, drainage, water, sewer and such other easements as may be shown and depicted upon the map or plat. In addition to the easements shown and depicted upon the map or plat there is hereby reserved unto the Developer and unto its successors and assigns an

easement of five (5) feet in width on each side of each lot and ten (10) feet in width upon the front and rear of each lot. These easements may be used for any lawful purpose including utilities and drainage and for access to any other easement. The lot owner may landscape, fence, and pave within these easements. However, damage to any improvements, caused by the county or others while performing any lawful purpose, will be repaired by the lot owner at the lot owner's expense.

9. **Land Use and Restrictions.**

- (a) All lots and all property in the subdivision shall be used solely and exclusively for single family residential purposes and no other use is allowed.
- (b) No lots or portions of lots may be used for any commercial activity nor shall any business or professions be conducted from or operated out of any dwelling or home constructed upon such lot.
- (c) No detached out buildings or garages or any other type of structure shall be permitted or allowed upon the property except by express written permission of the Developer.
- (d) No property shall be occupied on a continual basis by more than one legally recognized family group. The property owner can rent to second parties for a minimum of six (6) month leases, but no renting of any portion of the property to third parties or to multiple parties shall be permitted.
- (e) No property shall be used for unlawful or illegal activities at any time.

10. **Set Backs from property lines.** The basic dwelling may not be constructed any closer than thirty (30) feet from the front property line, fifteen (15) feet from the rear property line, fifteen (15) feet from the side property line, ten (10) feet from the property line on any wetland, twenty-five (25) feet from the property line adjacent to any lake, twenty-five (25) feet from a garage to side property line when the garage doors are facing the side property line. The minimum set back from said lines shall be measured from the nearest building line or any wall, roof, overhang or appurtenance to the structure except for garages that are next to the house and entered between the house and the garage. These garages may be fifteen (15) feet from the property line. Another exception will be garages and other buildings that may be located behind the house. These structures may be seven (7) feet from side property lines, thirty (30) feet from property lines on streets, ten (10) feet from rear property lines. (See Figure 1).

11. **Dual Facing of Residence.** Any buildings constructed on a corner lot fronting or abutting on two or more streets shall be so designed and oriented on such lot as to present an attractive appearance from each street.

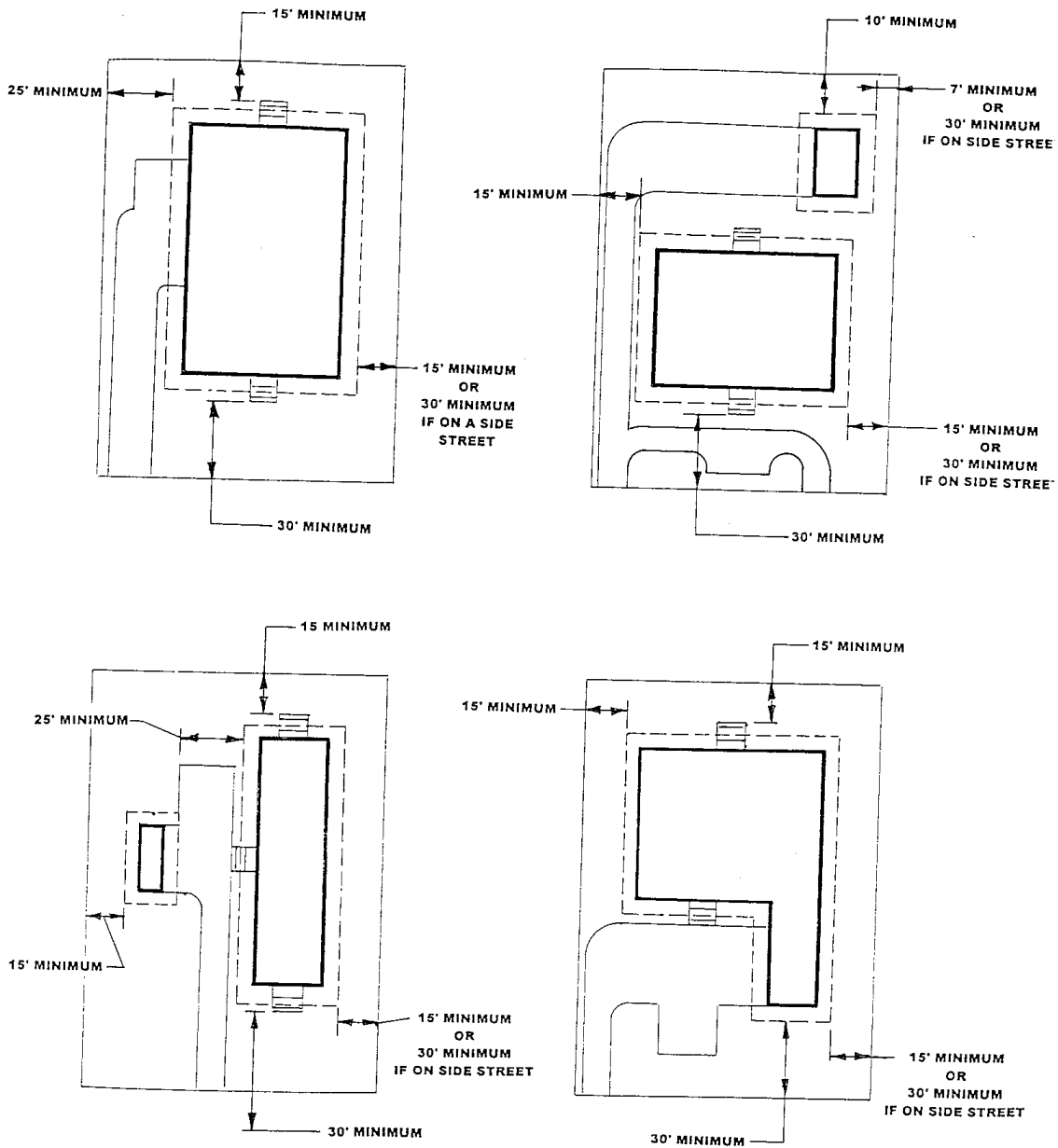


Figure 1. Setbacks.

12. **Subdividing of Property.** No lot may be sold or subdivided except as a whole for the purpose of building one residential structure thereon and only one residential structure shall be constructed upon each lot. Lots in Phase I of West Point Plantation shall be limited to one dwelling per lot and each lot shall have only one (1) single family residence thereon. Two (2) lots may be combined into one lot for the purpose of creating a larger lot, but no more than one building shall be built on any lot or portion of an adjoining lot that may have been divided and added to create a larger lot.
13. **Architectural Approval and Landscape.** No building or structure may be built, erected, or maintained on any lot nor shall any addition be made or any exterior change to any building be made unless and until the plans and specifications including the kind of material, exterior color schemes, location, square footage, and landscaping shall have been submitted to and approved in writing by the Developer or its successor and assigns. The Developer shall have the right to approve and disapprove any such building and any landscape or grading which in its absolute discretion is not suitable or desirable, including for purely aesthetic reasons. In approving or disapproving any such plans and specifications the Developer shall have the absolute and discretionary right to take into consideration the proposed building, the material from which it is to be constructed, the lot upon which it is to be built and the harmony thereof with the surrounding properties, taking into consideration the outlook from the adjacent or neighboring properties. An Architectural Control Committee appointed by the Developer will review and approve all building, remodeling and landscaping design plans prior to the beginning of any construction.
14. **Landscaping.** All lots shall be landscaped and the landscaping and grass shall be maintained continuously. All landscaping, design, and plant selection must be submitted to and approved by the Architectural Control Committee prior to beginning construction. All landscaping shall be completed within ninety (90) days from the date of completion of the main structure and all landscaping shall be done prior to the occupancy of the premises. All landscaping shall be continuously maintained and irrigated.
15. **Irrigation.** All lawn, grass and landscaped areas shall be served by an underground irrigation system on the lot. The design of the irrigation system must be submitted and approved along with the landscape design. The irrigation system shall be connected by a metered connection to a master irrigation water supply system provided by West Point Plantation, LLC. The connection shall be made and the irrigation system installed before the completion of the landscaping. A meter connection fee will be charged to property owner at the time of connection. This fee will be equal to or less than the fee charged by Glynn County for water and meter connection to the Glynn County water system. Water usage will be calculated and billed to the property owner at a rate equal to or less than the Glynn County rate and will be billed once a month payable net 30 days. Late payments are subject to a 1 ½ % per month interest charge and attorney's

fees and court cost, if legal action is required for collection. West Point Plantation, LLC reserves the right to limit the amount of water used by each lot based on drought conditions and/or limited water supply and any other limitations placed by the governing authorities. The irrigation system shall also be operated under any and all federal, state, or county regulations governing such systems. Should West Point Plantation, LLC for any reason decide not to continue furnishing the water for irrigation, the homeowner will at the homeowner's expense, be required to connect to the Glynn County source of water to the lot and use that water to irrigate the lot.

16. **Cutting of Large Trees.** No living tree having a diameter greater than eight (8) inches at four (4) feet above grade level on any lot may be cut without written consent of the West Point Plantation Architectural Review Committee, except any trees growing up on the site of any structure or within ten (10) feet of any structure which are necessary to be removed for the purpose of construction of a building or dwelling unit.
17. **Unrestricted Parking.** Personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans may park in designated areas in front of, beside, and behind the dwelling. Parking of personal pick-up trucks and boats not longer than twenty-six (26) feet and their trailers is allowed on concrete paved parking areas behind the dwelling. These pick-up trucks must not have commercial signage or visible racks.
18. **Restricted Parking.** No parking shall be allowed in any yard of any residence. No recreational vehicle, boat trailer, camper, motorcycle, scooter, all terrain vehicle (ATV), golf cart, bus, motor home, pick-up truck, non-operational vehicle, or business or commercial vehicle shall be parked in the driveways or designated parking areas beside or in front of any dwelling for extended periods of time. Parking of such vehicles is allowed in garages as long as the door can be completely closed. Pick-up trucks, boats and their trailers may be parked behind the dwelling.
19. **Temporary Parking.** The restricted vehicles listed above may park in the designated parking areas in front of, beside and behind the dwelling for periods up to six (6) hours in any twenty-four (24) period. Parking personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans is allowed on the grassed street right-of-way in front of the property on the side that does not have a sidewalk for periods up to six (6) hours in any twenty-four (24) hour period. This provision is to allow for parties and other temporary situations where parking for a large number of vehicles is required.
20. **Enforcement of Parking Restrictions.** Vehicles improperly parked may be impounded at the request of the Property Owner's Association and must thereafter be redeemed at the storage facilities and at the cost charged by licensed wrecker services for impounded vehicles in Glynn County. The cost of removal and

storage of these vehicles is to be billed to the vehicle owner or the Property Owner's Association and in turn to the vehicle owner. Failure to pay any levy or assessment from the Property Owner's Association within thirty (30) days will result in an interest charge of 1-1/2 %, legal fees, court costs, and may result in the levy of a lien against the property.

21. **Parking during construction.** There are no restrictions on the time and location of parking of construction equipment and vehicles during the time of initial construction of a home except that vehicles must be parked on the lot or on the road right of way next to the lot and not on sidewalks.
22. **Antennas.** No satellite dish antenna or any other type of antenna or tower shall be permitted or constructed upon any lot or residential unit in the subdivision, except small satellite dish antennas eighteen (18) inches or less in diameter are allowed if they cannot be seen from the street.
23. **Driveway.** A paved driveway must be constructed from the street pavement to the residence garage. A circular driveway in front of, or a driveway behind the house may extend down the side of the house. An area for the parking of two cars is required beside the driveways. Walkways, patios, and parking areas behind the house may be constructed. The material in all paving shall be concrete or brick pavers. All paving shall be constructed before or immediately after the completion of construction on the main residence and before occupancy of the dwelling.
24. **Hedges, Fences, Walls.** Hedges, fences or walls must be placed as a separation between properties. (See the site planning standards Item 2-Hedges, fences and walls.)
25. **Traffic Hazards.** No fence, wall, hedge, shrub, bush, tree or other building or structure shall be placed, maintained or permitted to remain on any portion of any lot if the location of such will obstruct the vision of a motorist or from any adjacent street and thus create a traffic hazard.
26. **Nuisance.** There shall not be erected, constructed, committed, maintained, used or operated on any of the property in the subdivision any nuisance of any kind or character whatsoever. No trash, rubbish, garbage or debris or other material shall be deposited on any lot except in trash disposal structures that are located behind the house. Trash or garbage for collection by garbage disposal personnel may be deposited at the entrance to the driveway of the property for not more than twelve (12) hours per week. No obnoxious, loud or offensive activity shall be carried on nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood or to any person in the subdivision.
27. **Animals.** No livestock, fowl or other animal except domestic dogs and cats shall be kept on any lot. No dogs or cats may be kept on any lot or house for any

commercial purpose including breeding for sale. All animals must be kept on the property of the owner or be under direct control of the owner on a leash if on a common area within the subdivision. Any outside pet houses must be approved in advance by the West Point Plantation Property Owner's Association.

28. **Maintenance of Dwelling, Lawns and Property.** The owner of each lot or each residence shall keep the exterior of the dwelling, any fences or wall, and all grass and landscaping properly maintained and shall keep said lot free of all rubbish and undergrowth, tall grass, or any other unsightly or undesirable materials. Failure to do so by an owner shall constitute a direct violation of these restrictions and shall be specifically enforceable by the West Point Plantation Property Owners Association. The West Point Plantation Property Owners Association shall give written notice to owner of any such deficiency, owner shall have thirty (30) days from receipt of said notice to cure the deficiency. Should owner fail to timely cure said deficiency, the West Point Plantation Property Owners Association is authorized to employ personnel to enter onto the property and maintain the exterior of any dwelling or landscaping that the owner fails to do, and to levy and assess against the owner the reasonable cost thereof. This reservation on behalf of the West Point Plantation Property Owners Association shall not in any way constitute an obligation to perform any of such acts mentioned herein. Failure to pay any levy or assessment within thirty (30) days of the submissions may result in the levy of a lien against the lot along with 1 ½% interest, legal fees, court cost for collection and any resulting levy of a lien against the property.
29. **Wells and Drilling.** No water or oil drilling or mining shall be permitted upon any lot or under any lot. Nor shall any tanks, tunnels, derricks, or other structures in conjunction therewith be used, permitted or maintained upon any such lot. No owner may drill or operate any private well for water in the subdivision.
30. **Potable Water and Sewer Service.** Potable water, sanitary sewer, and storm sewer services are to be furnished by Glynn County through arrangements made by the property owner.
31. **Irrigation Water.** Irrigation water is not for potable usage. Irrigation water is to be furnished and billed to the property owner by West Point Plantation, LLC, unless the property owner is required by West Point Plantation to purchase the irrigation water from Glynn County.
32. **Out Buildings.** All structures placed behind the rearmost wall of the principal house must go through the same approval process as the house itself with the Architectural Review Committee. No basketball goals may be installed facing the street. No yard sculpture or decorations may be placed, constructed or allowed to remain in any front yard without the express written approval of the Architectural Control Committee.



33. **Docks and Boats on Lakes or Watercourses.** Neither docks, gazebos, boat houses nor any other structure shall be built by property owners on any lake, marsh or other body of water, nor shall any boat, canoes, or water oriented recreational equipment be kept or maintained on such lot adjacent to the water or on or in any lake or pond or body of water within the subdivision at any time.
34. **Fishing.** Fishing shall be permitted on a catch and release basis only and must be by the property owner and his guests from the shoreline of a property owner's individual lot or from the shoreline of a common area by any property owner and his guests.
35. **Swimming.** There shall be no swimming in any lake or pond or other body of water within the subdivision at any time except in swimming pools that are properly supervised and protected, and have been approved by Glynn County, the Developer and for the Property Owner's Association.
36. **Signs.** No sign of any type may be placed on a lot or dwelling or inside a dwelling where it would be visible from the street or another lot without the specific written permission of the Property Owners Association and those signs will be limited to one (1) builders sign no larger than two by three (2x3) feet to be displayed during construction and removed before occupancy. There will be no "For Sale" or "For Rent" signs displayed anywhere on the property. The Developer shall be exempt from this subsection.
37. **Exterior Lights.** Exterior flood lights are not to be directed toward any other lot in the subdivision. (see Master Guidelines—Site Planning Standards #3 Exterior Lighting)
38. **Prohibited Vehicle Operation.** No all terrain vehicles (ATVs), golf carts, or motorized two (2) or three (3) wheeled vehicles are to be operated on the property at any time. Sidewalks are limited to use by pedestrians and foot pedal propelled bicycles and wheelchairs only.
39. **Covenants Running with the Land.** This declaration is and shall be constructed as a covenant running with the land and shall apply to and be binding upon the property and upon all persons owning or occupying the property and shall be enforceable by the developer, its successors and assigns, the property owners association or by any person who at any time shall own any property in the subdivision. These restrictions may be enforceable by law or in equity. The failure to enforce any one or more of these restrictions shall in no way be deemed to be a waiver of the right to do so thereafter for any subsequent breach thereof. In the event that any one or portion of these restrictions shall be deemed unenforceable the same shall be considered severable and the remainder thereof may be enforced in accordance with the terms and conditions thereof. These covenants shall be binding upon the Developer and all persons or parties claiming by or through the Developer for a period of twenty-five (25) years from the date

of the last conveyance of any lot in this subdivision and shall be filed for record in the office of the Clerk of Superior Court and for twenty-five (25) years after such amendment or extension of said covenants shall be filed. Thereafter these covenants shall extend automatically for successive periods of ten (10) years each unless an instrument changing or eliminating these covenants shall in whole or in part be accomplished as provided by law.

40. **Property Owners Association.** Every person who owns a lot in said subdivision shall automatically be a member of the West Point Plantation Property Owners Association, Inc., a non-profit Georgia corporation organized and operated for the benefit of owners of all property in the subdivision. Membership in the Association is subject to the terms and conditions set forth in the Articles of Incorporation of the Association and the Bylaws, to which reference is hereby made for all purposes. Membership in the Association is automatically transferred with the ownership of a lot and membership shall be appurtenant to and may not be separated from the ownership of a lot which is subject to assessment by the Association. Ownership of such a lot is and shall be the sole qualification for membership in the Property Owners Association. The West Point Plantation Property Owners Association, Inc. is created and shall be operated in accordance with the Georgia Property Owners Association Act, Georgia Law 1994, No. 1879, and all terms, provisions, conditions and definitions included therein shall be applicable unless or except modified by the Articles of Incorporation, the Bylaws, or these Declarations.

41. **Association Assessments.** The following services are included in the Property Owner's Association fee – Maintain and keep up common areas. This includes but is not limited to the mowing, fertilizing, planting and irrigation of parks, islands, entry ways, 20' wide screens on West Point Drive and the two entries and all road right-of-ways. Repair and replacement of common area irrigation systems, roadways, curbs, gutters, sidewalks, street signage, road signage, unimproved roads, fences on West Point Drive and the two entries, gates at unpaved roads, walls, entry gate lights, electronic controls and telephone system, road way lights and electricity, lakes and wetlands. The fee includes allowance for periodic resurfacing of roadways.

Administrative, professional, and other costs related to the operation of the Property Owner's Association are included in the fee. If club houses, swimming pools, tennis courts and other amenities are added, then their cost of operation, maintenance and upkeep will be added to the association fee with the approval of the Property Owner's Association.

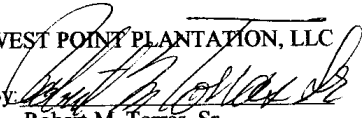
The association shall have the right and the duty to levy and assess fees against each lot in the subdivision except for those owned by the Developer. Such assessments shall be for the purpose of maintaining, enforcing and administering the Property Owner's Association, to provide for the maintenance and upkeep or to enforce and maintain compliance by each lot owner with the terms and provisions of the restrictive covenants.

42. **Lien for Assessments.** All assessments unpaid on any lot shall constitute a lien against that lot which may be enforced by the Association as is provided for by Georgia law. The Property Owners Association shall have the right to enforce these restrictions and any rules or regulations they may promulgate in any action at law or in equity.
43. **Voting Rights.** Members in the Association shall be entitled one vote for each lot in which they hold interest required for membership. When more than one person holds such interest or interests in a lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. There shall be a special voting membership for the Developer. Because the Developer has incurred, and will continue to incur substantial development and start-up costs, the Developer desires to control voting membership until the Developer can be assured of the completion of the development plans. Therefore, until the Developer has sold one hundred percent (100%) of the lots in West Point Plantation, the Developer shall have a Special Voting Membership by which it shall be entitled the same number of votes as are collectively held by all the members of the association, plus one (1). This Special Voting Membership shall cease after one hundred percent (100%) of the lots are sold, or at such time the Developer will elect to discontinue the Special Voting Membership. Voting rights of lot owners are suspended during any period of time when the property owner is more than thirty (30) days delinquent in paying any assessments.
44. **Member's Rights in Common Areas and Enjoyment.** Every member shall have a right and easement into the street and roads or any other portion of the facilities owned and maintained by the Association and now or hereafter acquired, leased to or controlled by the Association for the common use and enjoyment of the members which are hereafter referred to as "Common Areas." The following areas are maintained by the Property Owners Association, however, access to these areas is not available to its members: (1) Unpaved roads and their right-of-ways; (2) The twenty (20) foot wide vegetated screen areas on West Point Drive and the North and South entry roadways; and (3) Wetlands. The aforementioned right and easement shall be appurtenant to and pass with the Title to every lot, subject to the following:
- (a) The right of the Association to establish uniform rules and regulations pertaining to the use of Common Areas;
  - (b) The right of the Association to levy and assess fees and assessments against each lot (except unsold lots owned by the Developer which are exempt from any and all assessments);

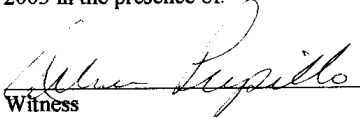
- (c) The right of the Association to suspend the voting rights and the rights to use Common Areas for any period during which any assessment shall remain unpaid or delinquent;
- (d) The right of the Association to enforce the rules and regulations by an action at law or in equity provided that the giving of such right to the Association shall in no way limit or suspend the rights of the Developer or any other individual to enforce compliance by law or in equity. The Association shall have the right to levy a 1 ½% per month charge against any unpaid or delinquent assessments as well as a 15% charge for legal fees for cost of collections which may be instituted when such assessments are 30 days delinquent.
- (e) The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and the Bylaws of the Association, as to the same may be amended from time to time.

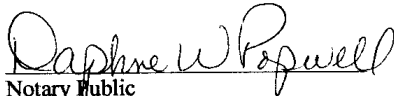
IN WITNESS WHEREOF the undersigned developer has hereunto caused this  
declaration to be executed by and through its Managing Member the day and year first  
above written,

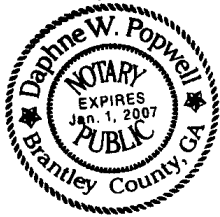
WEST POINT PLANTATION, LLC

By:   
Robert M. Torras, Sr.  
Managing Member

Signed, sealed and delivered  
on the 11 day of APRIL,  
2003 in the presence of:

  
Witness

  
Notary Public



**EXHIBIT "A"**

All of those certain lots, tracts, or parcels of land situate lying, and being in the 25th District G.M. of Glynn County, Georgia, located on St. Simons Island and being a portion of the West Point Tract, the herein described property having been surveyed by Atlantic Survey Professionals and signed by Ernest C. Johns, Jr., Georgia Registered Land Surveyor No. 2640, and entitled "Final Plat of Phase I, West Point Plantation", said Plat being recorded in the public records of Glynn County, Georgia, in Plat Drawer 28, Page 91, as ALL OF LOTS DESIGNATED AND NUMBERED 157-186, INCLUSIVE, AND ALSO THOSE CERTAIN UNNUMBERED AREAS LYING BETWEEN LOTS 164 AND 166, AND BETWEEN 167 AND 169.

Reference is hereby made to the aforesaid recorded print or plat of survey and the record thereof for all further purposes of description and identification and for all other purposes.

C:\WPDOCS\REV\WESTPT.LEG

**ARTICLES OF INCORPORATION**  
**OF**  
**WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.**

**I.**

**NAME:**

The name of the Corporation is:

"WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC."

**II.**

**AUTHORITY AND DURATION:**

This Corporation is organized pursuant to the provisions of the Georgia Non-Profit Corporation Code, Georgia Laws, 1963, Page 571, as amended, and shall have perpetual duration.

**III.**

**PURPOSE:**

The Corporation does not contemplate any pecuniary gain or profit, direct or indirect, to its members, and no part of the net earnings, if any, shall inure to their benefit. The purposes for which the Corporation is formed are: to promote the health, safety and welfare of the property owners of West Point Plantation Subdivision as set forth in the Declaration of West Point Plantation Subdivision; to exercise the powers and responsibilities set forth in the Declaration and as otherwise provided by law; to fix assessments; provide for common expenses; and, where permitted by law, to do any other thing, act or undertaking as, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the property owners.

IV.

**LIMITATIONS:**

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the Corporation and no part of its net earnings shall inure to the benefit of any director, or other private individual. The Corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any other activity except in the furtherance of the purposes stated above for which the Corporation is organized. The Corporation shall never engage in propaganda, attempt to campaign on behalf of any candidate for public office, nor shall any part of its property nor any part of the income therefrom be diverged to such purposes.

V.

**BOARD OF DIRECTORS:**

The affairs of the Corporation shall be managed by a Board of Directors who shall be members of the Corporation. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors.

VI.

**DISSOLUTION:**

The Corporation may be dissolved only with the assent given, in writing, and signed by the members entitled to cast seventy-five percent (75%) of the votes in the Corporation. Written notice of a proposal to dissolve setting forth the reason therefor and the disposition to be made of the assets (in accordance with these Articles and the By-Laws of the Corporation) shall be mailed to every member ninety (90) days in advance of any action taken on a proposal to dissolve the Corporation.



**VII.****DISPOSITION OF ASSETS UPON DISSOLUTION:**

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted by the Corporation.

**VIII.****AMENDMENTS:**

The Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply.

**IX.****REGISTERED AGENT, DIRECTORS AND INCORPORATORS:**

The initial registered office of the Corporation is located at 101 Gould Street, St. Simons Island, Glynn County, Georgia, 31522, and its registered agent at such address is Robert M. Torras, Sr.. The initial Board of Directors shall be consist of one (1) member, whose name and address is as follows:

Robert M. Torras, Sr.  
101 Gould Street  
St. Simons Island, Georgia 31522

X.

The name and address of the Incorporator is:

Robert M. Torras, Sr.  
101 Gould Street  
St. Simons Island, Glynn County, Georgia 31522

XI.

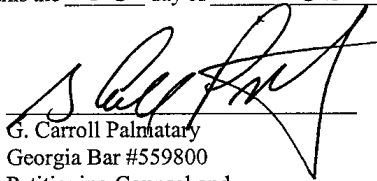
The mailing address of the principal office is:

101 Gould Street  
St. Simons Island, Georgia 31522

XII.

The business and management of the Corporation shall be in accordance with the Georgia non-profit Corporation Code, and under the By-Laws of the Corporation.

IN WITNESS WHEREOF, the Incorporator does execute these Articles of Incorporation by and through his attorney at law this the 26<sup>th</sup> day of March, 2003.



G. Carroll Palmatary  
Georgia Bar #559800  
Petitioning Counsel and  
Attorney for Incorporator  
1600 Union Street  
Brunswick, Georgia 31520  
(912) 265-0532

C:\TORRAS\WYDJA.LRT

**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

TO: Secretary of State  
Ex-Officio Corporation  
Commissioner  
State of Georgia

I, ROBERT M. TORRAS, SR., do hereby consent to serve as registered agent for the Corporation, "WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.".

This the 26<sup>th</sup> day of March, 2003.

  
ROBERT M. TORRAS, SR.

Address of Registered Agent:

101 Gould Street  
St. Simons Island, Georgia 31522

**CERTIFICATE OF INCORPORATOR**

I, the undersigned, hereby certify that the request for publication of Notice of Intent to File Articles of Incorporation and the payment therefor have been made as is required by O.C.G.A. Section 14-2-201.1(b) and that a copy of the same is attached hereto and the same has been delivered to an authorized newspaper as required by law.

This the 26 day of March, 2003.

  
ROBERT M. TORRAS, SR., Incorporator

**BY-LAWS**  
**OF**  
**WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.**

1. **Authority:** These By-Laws are established pursuant to Georgia Law and the Declaration of Restrictions, Limitations and Easements (hereinafter referred to as "Declaration") by West Point Plantation, LLC (hereinafter referred to as "Owner"). The law and the Declarations are incorporated herein by reference.

2. **Name:** The name of this Association shall be "WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.".

3. **Powers:** The Association shall have all of the powers and duties as set forth in the law, except as modified by the Declaration and these By-Laws, and all other powers and duties reasonably necessary to operate and maintain the Property on the principles and standards set forth in the Declaration, these By-Laws and the other subdivision documents.

4. **Membership:** The membership of the Association shall consist of all of the owners of lots in West Point Plantation Subdivision, Phase I. Upon expansion of the Subdivision by the addition of future phases, such new lot owners shall also become members.

5. **Applicability:** These By-Laws shall apply to the Property Owners Association for the property known as West Point Plantation Subdivision, Phase I, St. Simons Island, Georgia, 31522, said property being more particularly described in the Declaration, and shall be binding upon all lot owners, their lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other persons occupying or using said property in any manner. The ownership, rental or occupancy of any home or lot shall constitute acceptance and ratification of these By-Laws and all other home documents.

6. **Board of Directors:**

A. **Number:** The affairs of the Association shall be governed by Board of Directors (hereinafter referred to as "Board") composed of three (3) members.

B. **Powers:** The Board shall have all the powers and duties necessary to administer the affairs of the Association and to do all things on behalf of the Association as are not prohibited by law.

C. **Management:** The Board may employ a management agent or agents and such personnel as the Board may deem necessary under such terms and compensation and with such duties as the Board may authorize.

D. **Election and Term of Office:** At the first meeting of the Association, two (2) Directors shall be elected for the term of one year and one (1) Director for a term of two years. The Directors shall serve a term of one year and be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.

E. **Vacancies**: Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the remaining Director, even though they may constitute less than a quorum; and each person so elected shall hold office until a successor is elected at the next annual meeting of the Association, unless sooner removed.

F. **Removal of Directors**: At any regular or special meeting of the Association, any of the Directors may be removed with or without cause by a vote of Seventy Five Percent (75%) of the total authorized vote of the Association members, and a successor may then and there be elected by majority to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting prior to the vote on his removal.

G. **Organizational Meeting**: The first meeting of the first Board shall be held within ten (10) days after election at such time and place as shall be determined by the Directors.

H. **Regular Meetings**: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. At least one regular meeting shall be held during each calendar year. Written notice of the time and place of regular meetings of the Board shall be given to each Director at least three (3) days prior to the day named for such meeting.

I. **Special Meetings**: Special meetings of the Board may be called on ten (10) days written notice to each Director, which notice shall state the time, place and purpose of the meeting.

J. **Waiver of Notice**: Any Director may waive notice of a meeting by written waiver executed before, at or after the meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting.

K. **Board of Directors Quorum:** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at any adjourned meeting as originally called may be transacted at any adjourned meeting at which a quorum is present, without further notice.

7. **Association Officers:**

A. **Number and Election:** There will be elected by and from the Board an Association President (who shall also be the Chairman of the Board), a Secretary and a Treasurer. The Secretary and Treasurer may be the same person. The Directors may appoint such other officers from the Association membership as in their judgment may be needed.

B. **President:** The President shall also serve as Chairman of the Board of Directors and shall be the chief executive officer of the Association. The President shall be in charge of the general management of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The President shall call meetings of the members of the Association and the Board of Directors to order and shall preside at such meetings. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors.



C. **Secretary:** The Secretary shall attend all sessions of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notice required to be given of any meetings of the Association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. The Assistant Secretary shall, in the absence or disability of the Secretary, or at his request, shall perform the duties of the Secretary and exercise the powers and authority of this office.

D. **Treasurer:** The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association, and in general, he shall perform all the duties incidental to the office of a Treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors or the President.

E. In case of the absence of any officer of the corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such officer to any officer or to any director.

F. **Term:** The officers shall be elected annually and shall hold office at the pleasure of the Board.

**8. Indemnification and Compensation of Officers and Directors:**

A. **Indemnification:** Each Director and each officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses were incurred. However, no indemnification shall be paid to a Director or officer who is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

B. **Compensation:** No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the lot owners.

**9. Association Meetings:**

A. **Place of Meeting:** Meetings of the Association shall be held in Glynn County, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that the owners shall designate the place of the first meeting.

B. **Annual Meeting:** The first meeting of the Association shall be held within one hundred eight (180) days after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the first day of \_\_\_\_\_ of each calendar year, unless such day is a legal holiday, in which event the meeting shall be held on the next succeeding business day.

C. **Special Meetings:** The President may call a special meeting of the Association at any time and he shall be required to call a special meeting of the Association if directed by a majority of the Association members and presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

D. **Notice of Meeting:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days of any other meeting. The mailing of such notices shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any members attending a regular meeting or special meeting shall be deemed to have waived notice of such meeting. The notice of the meeting shall state the time, place and purpose of such meeting.

E. **Order of Business:** The order of business at all annual meetings shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees, if any.
- (6) Election of inspectors of election.
- (7) Election of Directors.

(8) Unfinished business.

(9) New business.

F. **Quorum.** At all meetings, regular or special, the presence of members entitled to vote shall constitute a quorum.

G. **Rules of Order:** Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by Roberts Rules of Order.

10. **Voting by Members of the Association:**

A. **Percentage of Vote:** Voting shall be on a per lot basis and the vote to which each member is entitled is one vote for each lot. Said vote shall not be divisible and the vote thereof may not be cast in part.

B. **Designation of Voting Representative:** If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person or is under lease, the person entitled to cast the vote for the subdivision shall be designated by a certificate signed by all of the record owners of the subdivision and filed with the Secretary. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until written notice of a change in the ownership of the lot concerned is delivered to the Secretary of the Association. Whenever the decision of a lot owner is desired upon any matter, whether or not the subject of a vote at an Association meeting, such decision shall be expressed by the person who would be entitled to cast the vote of such lot in an Association meeting.

C. **Proxy.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

11. **Amendment.** These By-Laws may be amended only at a duly constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is a purpose of the meeting. These By-Laws may be amended only by the affirmative vote of members entitled to cast 51% or more of the total vote of the Association.

Adopted as the By-Laws of WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC. at the organization meeting of the Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WEST POINT PLANTATION, L.L.C.

\_\_\_\_\_(SEAL)  
ROBERT M. TORRAS, SR.

Ratified as the By-Laws of WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC. at the first regular meeting of members of the Association held on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

C:\TORRAS\WPPLA.DTL

4/8/03 BSC  
5/22/03

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CLERK SUPERIOR COURT  
GLYNN COUNTY, GEORGIA

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**WEST POINT PLANTATION**

**West Point Drive  
St. Simons Island, Georgia**

**Property Owner's Protective Document**

**Declaration of Restrictions, Covenants,  
Limitations and Easements**

REVISED MAY 22, 2003

ORIGINAL FILE IN OFFICE  
03 JUN 26 AM 9 33  
CLERK SUPERIOR COURT  
GLYNN COUNTY, GEORGIA

Recorded 4/17/03  
*Lola B. Jamakey*  
Clerk Superior Court

Recorded 6/27/03  
*Lola B. Jamakey*  
Clerk Superior Court

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FOR  
DECLARATION OF PROTECTIVE COVENANTS  
FOR WEST POINT PLANTATION**

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**PROPERTY OWNER'S PROTECTION DOCUMENT**

The owner of West Point Plantation wishes to establish a community of beautiful homes situated on home sites shaded by ancient oaks and towering pines, with manicured green spaces, tranquil lakes and ponds, curbed paved streets, and sidewalks all within a secure, private gated environment on beautiful and historic St. Simons Island on the Georgia Coast.

In order to assist the enjoyment of such a community for and by the residents and to protect the value of their investment, it is desirable to create and maintain high standards for use of the property, for design and construction of homes on the property, and for care and maintenance of the common areas and facilities. To this purpose the owner of West Point Plantation is setting forth these declarations that will control the use of the community.

**Declaration of Restrictions, Covenants, Limitations and Easements  
For  
WEST POINT PLANTATION PHASE I**

This Declaration is made this 11<sup>th</sup> day of April, 2003 by West Point Plantation, LLC, a Georgia Limited Liability Company, hereafter referred to as "Developer" or "Declarant", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to lots and the use of lots as shown upon the print or plat of survey of West Point Plantation Phase I. This Declaration shall apply to all additional properties the Declarant may submit to this Declaration. This Declaration likewise submits the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879.

**WITNESSETH**

The Developer is the owner of certain real property situate, lying and being on St. Simons Island in Glynn County, Georgia, upon which the Developer has created a subdivision. The subdivision to which this Declaration and these Restrictions apply is entitled West Point Plantation Phase I as shown and depicted upon a print or plat of survey of said subdivision prepared by Atlantic Survey Professionals, and signed by Earnest Johns, Jr., Georgia Registered Land Surveyor Number 2774 and dated February 13, 2002, and recorded in the public records of Glynn County, Georgia, in Plat Drawer 28, as Map No. 91.

-1-



These Declarations may also apply to any adjacent or contiguous lands or any future phases of said subdivision to which Declarant may specifically impose by Amendment or Supplemental Declaration. None of the provisions nor the operations of these Declarations shall apply to any adjacent or contiguous property unless and until an instrument in writing signed by Declarant and recorded in the public land records of Glynn County, Georgia, shall affirmatively submit any future property to these Declarations.

These Declarations are imposed to maintain the quality of residential purposes of the subdivision and Declarant hereby declares and imposes the same upon all of said lots in said subdivision. The restrictions, covenants, limitations, conditions, reservations and easements as are set forth herein with respect to all lots and the use of all lots in said subdivision.

**1. Definitions. As used in this Declaration the term:**

- (1) *"Board of Directors" or "Board"* means an executive and administrative body, by whatever name designated in the Articles of Incorporation or Bylaws of West Point Plantation Property Owners Association, Inc.
- (2) *"Common area"* means all real and personal property submitted to the Declaration which is owned or leased by the association for the common use and enjoyment of the members.
- (3) *"Common expenses"* means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves to the provisions of the instrument.
- (4) *"Court"* means the Superior Court of Glynn County, Georgia.
- (5) *"Declarant"* means West Point Plantation LLC and all owners and lessees of the property who execute the Declaration or on whose behalf the Declaration is executed; provided however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgage, any lien holder, or any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owner's development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Declarant". Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owner's developments as his or her predecessor did shall also come within such definition.
- (6) *"Declaration"* means the recordable instrument creating covenants upon property which covenants are administered by a property owners association in which

membership is mandatory for all owners of lots in the property owner's development.

- (7) "*Foreclosure*" means, without limitation, the judicial or non-judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage.
  - (8) "*Limited Common Area*" means the portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.
  - (9) "*Lot*" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for development. Where the context indicates or requires, the term lot includes any structure on the lot.
  - (10) "*Lot owner*" means one or more persons who are record title owners of a lot.
  - (11) "*Mortgage*" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.
  - (12) "*Mortgagee*" means the holder of a mortgage.
  - (13) "*Officer*" means an officer in the association.
  - (14) "*Person*" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.
  - (15) "*Property*" means any real property and any interest in real property including, without limitation, parcels of air space.
  - (16) "*Property owner's association*" or "*association*" means West Point Plantation Property Owners Association, Inc.
  - (17) "*Property owner's association instrument*" or "*instrument*" means the Declaration, plats and plans recorded pursuant to this article. Any exhibit, schedule, or certificate accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article.
2. **General Application.** Each of the restrictions, limitations, conditions, reservations and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each Deed of Conveyance from the Developer to any person, firm, corporation or entity conveying or affecting any property in said subdivision. By the acceptance of any Deed to the property, any

purchaser or grantee therein agrees and binds himself, herself, or itself and his, hers or its heirs or administrators, successors and assigns by the terms thereof and no property may be conveyed free from any of the terms or provisions contained herein. The imposition of these restrictions shall in no way be construed as any representation that subdivision may be expanded or additional subdivisions or extensions thereof be made.

3. The Developer hereby reserves the exclusive and unilateral right to amend or add to these restrictions, conditions, and limitations; provided that any such amendment shall be in conformity with the general purpose of this Declaration and the restrictions, conditions and limitations contained herein. The recording of any Amendment or Supplementary Declaration shall be notice to all owners in the subdivision of any additional property that may be submitted to this Declaration.
4. The Developer hereby reserves the right to extend the subdivision or to make future additions to the subdivision, to any adjacent or contiguous properties now owned or hereafter acquired by the Developer, and to alter any unsold lot as shown upon any plat or any portion thereof, including the right to add or eliminate streets, lanes, easements, alley-ways, open areas, etc. so long as access shall be provided to any lot sold by Developer.
5. The rights and privileges reserved and set forth herein shall enure to the benefit of the Developer and to the Developer's respective successors and assigns and successors in title.
6. The Developer for itself and its successors and assigns makes no representation or Warranty as to the operation, management or use by any purchaser of any lot in the subdivision nor to any future use of any other portions of the property that may be contiguous or adjacent to the subdivision, nor does the Developer make any representation as to use, ownership or operation of any surrounding adjacent or contiguous properties.
7. **Streets.** All streets and roads as shown upon the recorded phase maps and plats of the subdivision are private streets and have not been conveyed to Glynn County, Georgia. The sanitary sewers, storm sewers and potable water systems have been or will be conveyed to Glynn County. The irrigation system belongs to West Point Plantation, LLC.
8. **Easements.** There are reserved easements as shown on the recorded phase maps and plats of said subdivision including easements for utilities, drainage, water, sewer and such other easements as may be shown and depicted upon the map or plat. In addition to the easements shown and depicted upon the map or plat there is hereby reserved unto the Developer and unto its successors and assigns an

easement of five (5) feet in width on each side of each lot and ten (10) feet in width upon the front and rear of each lot. These easements may be used for any lawful purpose including utilities and drainage and for access to any other easement. The lot owner may landscape, fence, and pave within these easements. However, damage to any improvements, caused by the county or others while performing any lawful purpose, will be repaired by the lot owner at the lot owner's expense.

9. **Land Use and Restrictions.**

- (a) All lots and all property in the subdivision shall be used solely and exclusively for single family residential purposes and no other use is allowed.
- (b) No lots or portions of lots may be used for any commercial activity nor shall any business or professions be conducted from or operated out of any dwelling or home constructed upon such lot.
- (c) No detached out buildings or garages or any other type of structure shall be permitted or allowed upon the property except by express written permission of the Developer.
- (d) No property shall be occupied on a continual basis by more than one legally recognized family group. The property owner can rent to second parties for a minimum of six (6) month leases, but no renting of any portion of the property to third parties or to multiple parties shall be permitted.
- (e) No property shall be used for unlawful or illegal activities at any time.

10. **Set Backs from property lines.** The basic dwelling may not be constructed any closer than thirty (30) feet from the front property line, fifteen (15) feet from the rear property line, fifteen (15) feet from the side property line, ten (10) feet from the property line on any wetland, twenty-five (25) feet from the property line adjacent to any lake, twenty-five (25) feet from a garage to side property line when the garage doors are facing the side property line. The minimum set back from said lines shall be measured from the nearest building line or any wall, roof, overhang or appurtenance to the structure except for garages that are next to the house and entered between the house and the garage. These garages may be fifteen (15) feet from the property line. Another exception will be garages and other buildings that may be located behind the house. These structures may be seven (7) feet from side property lines, thirty (30) feet from property lines on streets, ten (10) feet from rear property lines. (See Figure 1).

11. **Dual Facing of Residence.** Any buildings constructed on a corner lot fronting or abutting on two or more streets shall be so designed and oriented on such lot as to present an attractive appearance from each street.

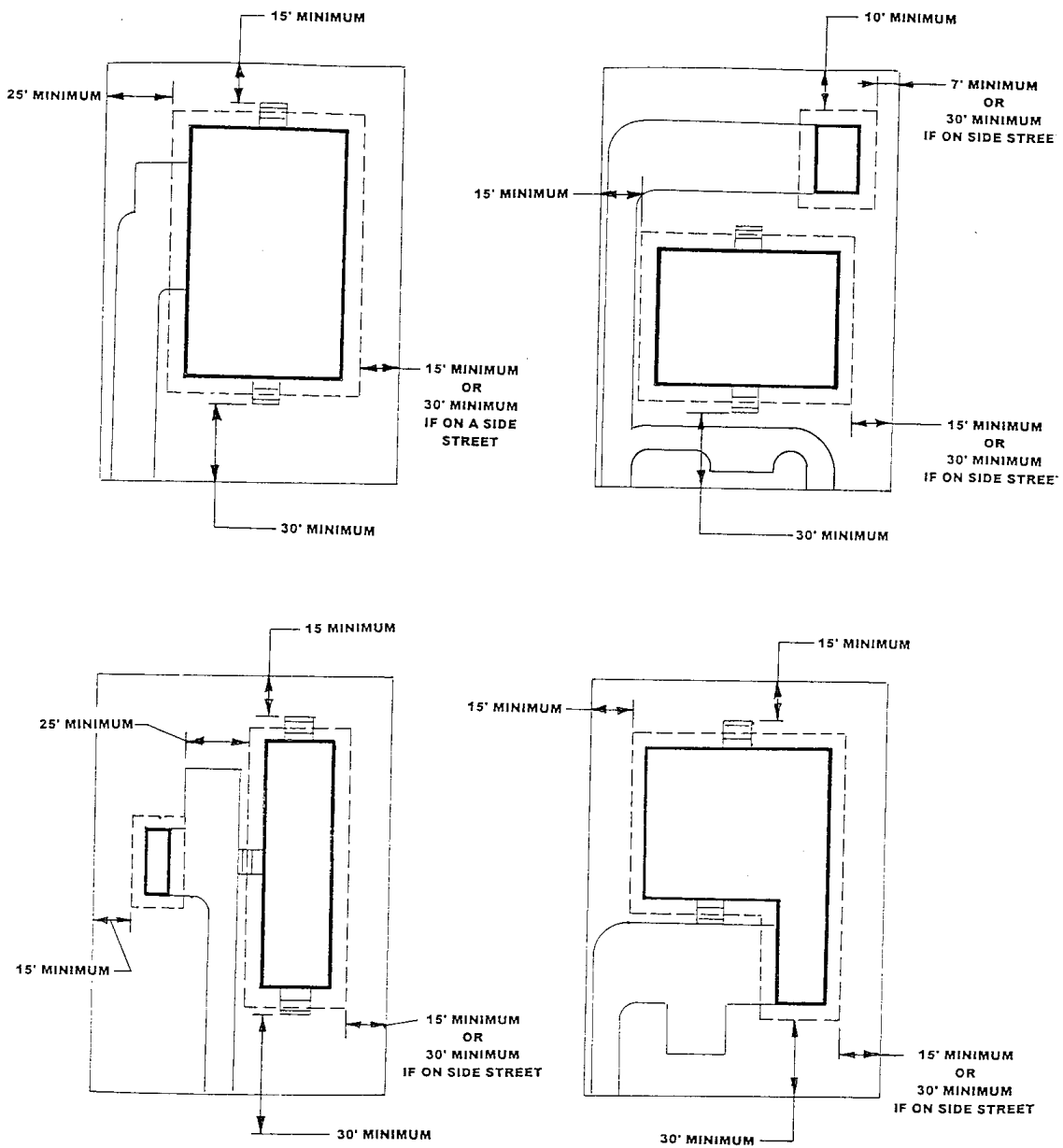


Figure 1. Setbacks.

12. **Subdividing of Property.** No lot may be sold or subdivided except as a whole for the purpose of building one residential structure thereon and only one residential structure shall be constructed upon each lot. Lots in Phase I of West Point Plantation shall be limited to one dwelling per lot and each lot shall have only one (1) single family residence thereon. Two (2) lots may be combined into one lot for the purpose of creating a larger lot, but no more than one building shall be built on any lot or portion of an adjoining lot that may have been divided and added to create a larger lot.
13. **Architectural Approval and Landscape.** No building or structure may be built, erected, or maintained on any lot nor shall any addition be made or any exterior change to any building be made unless and until the plans and specifications including the kind of material, exterior color schemes, location, square footage, and landscaping shall have been submitted to and approved in writing by the Developer or its successor and assigns. The Developer shall have the right to approve and disapprove any such building and any landscape or grading which in its absolute discretion is not suitable or desirable, including for purely aesthetic reasons. In approving or disapproving any such plans and specifications the Developer shall have the absolute and discretionary right to take into consideration the proposed building, the material from which it is to be constructed, the lot upon which it is to be built and the harmony thereof with the surrounding properties, taking into consideration the outlook from the adjacent or neighboring properties. An Architectural Control Committee appointed by the Developer will review and approve all building, remodeling and landscaping design plans prior to the beginning of any construction.
14. **Landscaping.** All lots shall be landscaped and the landscaping and grass shall be maintained continuously. All landscaping, design, and plant selection must be submitted to and approved by the Architectural Control Committee prior to beginning construction. All landscaping shall be completed within ninety (90) days from the date of completion of the main structure and all landscaping shall be done prior to the occupancy of the premises. All landscaping shall be continuously maintained and irrigated.
15. **Irrigation.** All lawn, grass and landscaped areas shall be served by an underground irrigation system on the lot. The design of the irrigation system must be submitted and approved along with the landscape design. The irrigation system shall be connected by a metered connection to a master irrigation water supply system provided by West Point Plantation, LLC. The connection shall be made and the irrigation system installed before the completion of the landscaping. A meter connection fee will be charged to property owner at the time of connection. This fee will be equal to or less than the fee charged by Glynn County for water and meter connection to the Glynn County water system. Water usage will be calculated and billed to the property owner at a rate equal to or less than the Glynn County rate and will be billed once a month payable net 30 days. Late payments are subject to a 1 ½ % per month interest charge and attorney's

fees and court cost, if legal action is required for collection. West Point Plantation, LLC reserves the right to limit the amount of water used by each lot based on drought conditions and/or limited water supply and any other limitations placed by the governing authorities. The irrigation system shall also be operated under any and all federal, state, or county regulations governing such systems. Should West Point Plantation, LLC for any reason decide not to continue furnishing the water for irrigation, the homeowner will at the homeowner's expense, be required to connect to the Glynn County source of water to the lot and use that water to irrigate the lot.

16. **Cutting of Large Trees.** No living tree having a diameter greater than eight (8) inches at four (4) feet above grade level on any lot may be cut without written consent of the West Point Plantation Architectural Review Committee, except any trees growing up on the site of any structure or within ten (10) feet of any structure which are necessary to be removed for the purpose of construction of a building or dwelling unit.
17. **Unrestricted Parking.** Personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans may park in designated areas in front of, beside, and behind the dwelling. Parking of personal pick-up trucks and boats not longer than twenty-six (26) feet and their trailers is allowed on concrete paved parking areas behind the dwelling. These pick-up trucks must not have commercial signage or visible racks.
18. **Restricted Parking.** No parking shall be allowed in any yard of any residence. No recreational vehicle, boat trailer, camper, motorcycle, scooter, all terrain vehicle (ATV), golf cart, bus, motor home, pick-up truck, non-operational vehicle, or business or commercial vehicle shall be parked in the driveways or designated parking areas beside or in front of any dwelling for extended periods of time. Parking of such vehicles is allowed in garages as long as the door can be completely closed. Pick-up trucks, boats and their trailers may be parked behind the dwelling.
19. **Temporary Parking.** The restricted vehicles listed above may park in the designated parking areas in front of, beside and behind the dwelling for periods up to six (6) hours in any twenty-four (24) period. Parking personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans is allowed on the grassed street right-of-way in front of the property on the side that does not have a sidewalk for periods up to six (6) hours in any twenty-four (24) hour period. This provision is to allow for parties and other temporary situations where parking for a large number of vehicles is required.
20. **Enforcement of Parking Restrictions.** Vehicles improperly parked may be impounded at the request of the Property Owner's Association and must thereafter be redeemed at the storage facilities and at the cost charged by licensed wrecker services for impounded vehicles in Glynn County. The cost of removal and

storage of these vehicles is to be billed to the vehicle owner or the Property Owner's Association and in turn to the vehicle owner. Failure to pay any levy or assessment from the Property Owner's Association within thirty (30) days will result in an interest charge of 1-1/2 %, legal fees, court costs, and may result in the levy of a lien against the property.

21. **Parking during construction.** There are no restrictions on the time and location of parking of construction equipment and vehicles during the time of initial construction of a home except that vehicles must be parked on the lot or on the road right of way next to the lot and not on sidewalks.
22. **Antennas.** No satellite dish antenna or any other type of antenna or tower shall be permitted or constructed upon any lot or residential unit in the subdivision, except small satellite dish antennas eighteen (18) inches or less in diameter are allowed if they cannot be seen from the street.
23. **Driveway.** A paved driveway must be constructed from the street pavement to the residence garage. A circular driveway in front of, or a driveway behind the house may extend down the side of the house. An area for the parking of two cars is required beside the driveways. Walkways, patios, and parking areas behind the house may be constructed. The material in all paving shall be concrete or brick pavers. All paving shall be constructed before or immediately after the completion of construction on the main residence and before occupancy of the dwelling.
24. **Hedges, Fences, Walls.** Hedges, fences or walls must be placed as a separation between properties. (See the site planning standards Item 2-Hedges, fences and walls.)
25. **Traffic Hazards.** No fence, wall, hedge, shrub, bush, tree or other building or structure shall be placed, maintained or permitted to remain on any portion of any lot if the location of such will obstruct the vision of a motorist or from any adjacent street and thus create a traffic hazard.
26. **Nuisance.** There shall not be erected, constructed, committed, maintained, used or operated on any of the property in the subdivision any nuisance of any kind or character whatsoever. No trash, rubbish, garbage or debris or other material shall be deposited on any lot except in trash disposal structures that are located behind the house. Trash or garbage for collection by garbage disposal personnel may be deposited at the entrance to the driveway of the property for not more than twelve (12) hours per week. No obnoxious, loud or offensive activity shall be carried on nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood or to any person in the subdivision.
27. **Animals.** No livestock, fowl or other animal except domestic dogs and cats shall be kept on any lot. No dogs or cats may be kept on any lot or house for any



commercial purpose including breeding for sale. All animals must be kept on the property of the owner or be under direct control of the owner on a leash if on a common area within the subdivision. Any outside pet houses must be approved in advance by the West Point Plantation Property Owner's Association.

28. **Maintenance of Dwelling, Lawns and Property.** The owner of each lot or each residence shall keep the exterior of the dwelling, any fences or wall, and all grass and landscaping properly maintained and shall keep said lot free of all rubbish and undergrowth, tall grass, or any other unsightly or undesirable materials. Failure to do so by an owner shall constitute a direct violation of these restrictions and shall be specifically enforceable by the West Point Plantation Property Owners Association. The West Point Plantation Property Owners Association shall give written notice to owner of any such deficiency; owner shall have thirty (30) days from receipt of said notice to cure the deficiency. Should owner fail to timely cure said deficiency, the West Point Plantation Property Owners Association is authorized to employ personnel to enter onto the property and maintain the exterior of any dwelling or landscaping that the owner fails to do, and to levy and assess against the owner the reasonable cost thereof. This reservation on behalf of the West Point Plantation Property Owners Association shall not in any way constitute an obligation to perform any of such acts mentioned herein. Failure to pay any levy or assessment within thirty (30) days of the submissions may result in the levy of a lien against the lot along with 1 ½% interest, legal fees, court cost for collection and any resulting levy of a lien against the property.
29. **Wells and Drilling.** No water or oil drilling or mining shall be permitted upon any lot or under any lot. Nor shall any tanks, tunnels, derricks, or other structures in conjunction therewith be used, permitted or maintained upon any such lot. No owner may drill or operate any private well for water in the subdivision.
30. **Potable Water and Sewer Service.** Potable water, sanitary sewer, and storm sewer services are to be furnished by Glynn County through arrangements made by the property owner.
31. **Irrigation Water.** Irrigation water is not for potable usage. Irrigation water is to be furnished and billed to the property owner by West Point Plantation, LLC, unless the property owner is required by West Point Plantation to purchase the irrigation water from Glynn County.
32. **Out Buildings.** All structures placed behind the rearmost wall of the principal house must go through the same approval process as the house itself with the Architectural Review Committee. No basketball goals may be installed facing the street. No yard sculpture or decorations may be placed, constructed or allowed to remain in any front yard without the express written approval of the Architectural Control Committee.

33. **Docks and Boats on Lakes or Watercourses.** Neither docks, gazebos, boat houses nor any other structure shall be built by property owners on any lake, marsh or other body of water, nor shall any boat, canoes, or water oriented recreational equipment be kept or maintained on such lot adjacent to the water or on or in any lake or pond or body of water within the subdivision at any time.
34. **Fishing.** Fishing shall be permitted on a catch and release basis only and must be by the property owner and his guests from the shoreline of a property owner's individual lot or from the shoreline of a common area by any property owner and his guests.
35. **Swimming.** There shall be no swimming in any lake or pond or other body of water within the subdivision at any time except in swimming pools that are properly supervised and protected, and have been approved by Glynn County, the Developer and for the Property Owner's Association.
36. **Signs.** No sign of any type may be placed on a lot or dwelling or inside a dwelling where it would be visible from the street or another lot without the specific written permission of the Property Owners Association and those signs will be limited to one (1) builders sign no larger than two by three (2x3) feet to be displayed during construction and removed before occupancy. There will be no "For Sale" or "For Rent" signs displayed anywhere on the property. The Developer shall be exempt from this subsection.
37. **Exterior Lights.** Exterior flood lights are not to be directed toward any other lot in the subdivision. (see Master Guidelines—Site Planning Standards #3 Exterior Lighting)
38. **Prohibited Vehicle Operation.** No all terrain vehicles (ATVs), golf carts, or motorized two (2) or three (3) wheeled vehicles are to be operated on the property at any time. Sidewalks are limited to use by pedestrians and foot pedal propelled bicycles and wheelchairs only.
39. **Covenants Running with the Land.** This declaration is and shall be constructed as a covenant running with the land and shall apply to and be binding upon the property and upon all persons owning or occupying the property and shall be enforceable by the developer, its successors and assigns, the property owners association or by any person who at any time shall own any property in the subdivision. These restrictions may be enforceable by law or in equity. The failure to enforce any one or more of these restrictions shall in no way be deemed to be a waiver of the right to do so thereafter for any subsequent breach thereof. In the event that any one or portion of these restrictions shall be deemed unenforceable the same shall be considered severable and the remainder thereof may be enforced in accordance with the terms and conditions thereof. These covenants shall be binding upon the Developer and all persons or parties claiming by or through the Developer for a period of twenty-five (25) years from the date

of the last conveyance of any lot in this subdivision and shall be filed for record in the office of the Clerk of Superior Court and for twenty-five (25) years after such amendment or extension of said covenants shall be filed. Thereafter these covenants shall extend automatically for successive periods of ten (10) years each unless an instrument changing or eliminating these covenants shall in whole or in part be accomplished as provided by law.

40. **Property Owners Association.** Every person who owns a lot in said subdivision shall automatically be a member of the West Point Plantation Property Owners Association, Inc., a non-profit Georgia corporation organized and operated for the benefit of owners of all property in the subdivision. Membership in the Association is subject to the terms and conditions set forth in the Articles of Incorporation of the Association and the Bylaws, to which reference is hereby made for all purposes. Membership in the Association is automatically transferred with the ownership of a lot and membership shall be appurtenant to and may not be separated from the ownership of a lot which is subject to assessment by the Association. Ownership of such a lot is and shall be the sole qualification for membership in the Property Owners Association. The West Point Plantation Property Owners Association, Inc. is created and shall be operated in accordance with the Georgia Property Owners Association Act, Georgia Law 1994, No. 1879, and all terms, provisions, conditions and definitions included therein shall be applicable unless or except modified by the Articles of Incorporation, the Bylaws, or these Declarations.

41. **Association Assessments.** The following services are included in the Property Owner's Association fee -- Maintain and keep up common areas. This includes but is not limited to the mowing, fertilizing, planting and irrigation of parks, islands, entry ways, twenty (20) foot wide screens on West Point Drive and the two entries. Repair and replacement of common area irrigation systems, roadways, curbs, gutters, sidewalks, street signage, road signage, unimproved roads, fences on West Point Drive and the two entries, gates at unpaved roads, walls, entry gate lights, electronic controls and telephone system, road way lights and electricity, lakes and wetlands.

The Developer has set aside sufficient land for a future clubhouse, pool and tennis courts. The Developer, at the Developer's expense, will construct these amenities according to the Developer's designs and specifications as soon as the Property Owner's Association approves their addition, assumes the responsibilities, financial and otherwise, for the cost of operation, maintenance, and upkeep and agrees to have these costs added to the association fee.

Administrative, professional, and other costs related to the operation of the Property Owner's Association are included in the fee. Lots owned by the Developer, West Point Plantation, LLC are exempt from association fees as well as any other type of assessment.

The association shall have the right and the duty to levy and assess fees against each lot in the subdivision except for those owned by the Developer. Such fees and assessments shall cover the normal cost of operation and maintenance of the services previously enumerated and shall be for the purpose of paying for special events and projects, providing for the special maintenance and upkeep or to enforce and maintain compliance by each lot owner with the terms and provisions of the restrictive covenants.

42. **Lien for Assessments.** All assessments unpaid on any lot shall constitute a lien against that lot which may be enforced by the Association as is provided for by Georgia law. The Property Owners Association shall have the right to enforce these restrictions and any rules or regulations they may promulgate in any action at law or in equity.
43. **Voting Rights.** Members in the Association shall be entitled one vote for each lot in which they hold interest required for membership. When more than one person holds such interest or interests in a lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. There shall be a special voting membership for the Developer. Because the Developer has incurred, and will continue to incur substantial development and start-up costs, the Developer desires to control voting membership until the Developer can be assured of the completion of the development plans. Therefore, until the Developer has sold one hundred percent (100%) of the lots in West Point Plantation, the Developer shall have a Special Voting Membership by which it shall be entitled the same number of votes as are collectively held by all the members of the association, plus one (1). This Special Voting Membership shall cease after one hundred percent (100%) of the lots are sold, or at such time the Developer will elect to discontinue the Special Voting Membership. Voting rights of lot owners are suspended during any period of time when the property owner is more than thirty (30) days delinquent in paying any assessments.
44. **Member's Rights in Common Areas and Enjoyment.** Every member shall have a right and easement into the street and roads or any other portion of the facilities owned and maintained by the Association and now or hereafter acquired, leased to or controlled by the Association for the common use and enjoyment of the members which are hereafter referred to as "Common Areas." The following areas are maintained by the Property Owners Association, however, access to these areas is not available to its members: (1) Unpaved roads and their right-of-ways; (2) The twenty (20) foot wide vegetated screen areas on West Point Drive and the North and South entry roadways; and (3) Wetlands. The aforementioned right and easement shall be appurtenant to and pass with the Title to every lot, subject to the following:
- (a) The right of the Association to establish uniform rules and regulations pertaining to the use of Common Areas;

- (b) The right of the Association to levy and assess fees and assessments against each lot (except unsold lots owned by the Developer which are exempt from any and all assessments);
- (c) The right of the Association to suspend the voting rights and the rights to use Common Areas for any period during which any assessment shall remain unpaid or delinquent;
- (d) The right of the Association to enforce the rules and regulations by an action at law or in equity provided that the giving of such right to the Association shall in no way limit or suspend the rights of the Developer or any other individual to enforce compliance by law or in equity. The Association shall have the right to levy a 1 ½% per month charge against any unpaid or delinquent assessments as well as a 15% charge for legal fees for cost of collections which may be instituted when such assessments are 30 days delinquent.
- (e) The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and the Bylaws of the Association, as to the same may be amended from time to time.

IN WITNESS WHEREOF the undersigned developer has hereunto caused this declaration to be executed by and through its Managing Member the day and year first above written,

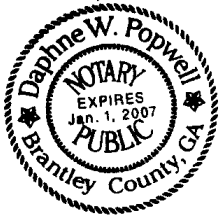
WEST POINT PLANTATION, LLC

By: [Signature]  
Robert M. Torres, Sr.  
Managing Member

Signed, sealed and delivered on the 11 day of APRIL, 2003 in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



**EXHIBIT "A"**

All of those certain lots, tracts, or parcels of land situate lying, and being in the 25th District G.M. of Glynn County, Georgia, located on St. Simons Island and being a portion of the West Point Tract, the herein described property having been surveyed by Atlantic Survey Professionals and signed by Ernest C. Johns, Jr., Georgia Registered Land Surveyor No. 2640, and entitled "Final Plat of Phase I, West Point Plantation", said Plat being recorded in the public records of Glynn County, Georgia, in Plat Drawer 28, Page 91, as ALL OF LOTS DESIGNATED AND NUMBERED 157-186, INCLUSIVE, AND ALSO THOSE CERTAIN UNNUMBERED AREAS LYING BETWEEN LOTS 164 AND 166, AND BETWEEN 167 AND 169.

Reference is hereby made to the aforesaid recorded print or plat of survey and the record thereof for all further purposes of description and identification and for all other purposes.

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**ARTICLES OF INCORPORATION**  
**OF**  
**WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.**

**I.**

**NAME:**

The name of the Corporation is:

"WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC."

**II.**

**AUTHORITY AND DURATION:**

This Corporation is organized pursuant to the provisions of the Georgia Non-Profit Corporation Code, Georgia Laws, 1963, Page 571, as amended, and shall have perpetual duration.

**III.**

**PURPOSE:**

The Corporation does not contemplate any pecuniary gain or profit, direct or indirect, to its members, and no part of the net earnings, if any, shall inure to their benefit. The purposes for which the Corporation is formed are: to promote the health, safety and welfare of the property owners of West Point Plantation Subdivision as set forth in the Declaration of West Point Plantation Subdivision; to exercise the powers and responsibilities set forth in the Declaration and as otherwise provided by law; to fix assessments; provide for common expenses; and, where permitted by law, to do any other thing, act or undertaking as, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the property owners.



**IV.****LIMITATIONS:**

The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property of the Corporation and no part of its net earnings shall inure to the benefit of any director, or other private individual. The Corporation shall never be authorized to engage in a regular business of a kind ordinarily carried on for profit or in any other activity except in the furtherance of the purposes stated above for which the Corporation is organized. The Corporation shall never engage in propaganda, attempt to campaign on behalf of any candidate for public office, nor shall any part of its property nor any part of the income therefrom be diverged to such purposes.

**V.****BOARD OF DIRECTORS:**

The affairs of the Corporation shall be managed by a Board of Directors who shall be members of the Corporation. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors.

**VI.****DISSOLUTION:**

The Corporation may be dissolved only with the assent given, in writing, and signed by the members entitled to cast seventy-five percent (75%) of the votes in the Corporation. Written notice of a proposal to dissolve setting forth the reason therefor and the disposition to be made of the assets (in accordance with these Articles and the By-Laws of the Corporation) shall be mailed to every member ninety (90) days in advance of any action taken on a proposal to dissolve the Corporation.

**VII.****DISPOSITION OF ASSETS UPON DISSOLUTION:**

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted by the Corporation.

**VIII.****AMENDMENTS:**

The Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply.

**IX.****REGISTERED AGENT, DIRECTORS AND INCORPORATORS:**

The initial registered office of the Corporation is located at 101 Gould Street, St. Simons Island, Glynn County, Georgia, 31522, and its registered agent at such address is Robert M. Torras, Sr.. The initial Board of Directors shall be consist of one (1) member, whose name and address is as follows:

Robert M. Torras, Sr.  
101 Gould Street  
St. Simons Island, Georgia 31522

X.

The name and address of the Incorporator is:

Robert M. Torras, Sr.  
101 Gould Street  
St. Simons Island, Glynn County, Georgia 31522

XI.

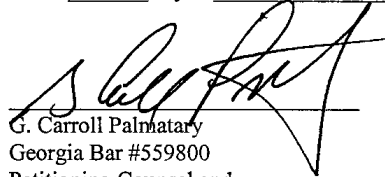
The mailing address of the principal office is:

101 Gould Street  
St. Simons Island, Georgia 31522

XII.

The business and management of the Corporation shall be in accordance with the Georgia non-profit Corporation Code, and under the By-Laws of the Corporation.

IN WITNESS WHEREOF, the Incorporator does execute these Articles of Incorporation by and through his attorney at law this the 26<sup>th</sup> day of March, 2003.



G. Carroll Palmatary  
Georgia Bar #559800  
Petitioning Counsel and  
Attorney for Incorporator  
1600 Union Street  
Brunswick, Georgia 31520  
(912) 265-0532

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**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

TO: Secretary of State  
Ex-Officio Corporation  
Commissioner  
State of Georgia

I, ROBERT M. TORRAS, SR., do hereby consent to serve as registered agent for the Corporation, "WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC."

This the 26<sup>th</sup> day of March, 2003.

  
ROBERT M. TORRAS, SR.

Address of Registered Agent:

101 Gould Street  
St. Simons Island, Georgia 31522

**CERTIFICATE OF INCORPORATOR**

I, the undersigned, hereby certify that the request for publication of Notice of Intent to File Articles of Incorporation and the payment therefor have been made as is required by O.C.G.A. Section 14-2-201.1(b) and that a copy of the same is attached hereto and the same has been delivered to an authorized newspaper as required by law.

This the 26 day of March, 2003.

  
ROBERT M. TORRAS, SR., Incorporator

**BY-LAWS****OF****WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.**

1. **Authority:** These By-Laws are established pursuant to Georgia Law and the Declaration of Restrictions, Limitations and Easements (hereinafter referred to as "Declaration") by West Point Plantation, LLC (hereinafter referred to as "Owner"). The law and the Declarations are incorporated herein by reference.

2. **Name:** The name of this Association shall be "WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC.".

3. **Powers:** The Association shall have all of the powers and duties as set forth in the law, except as modified by the Declaration and these By-Laws, and all other powers and duties reasonably necessary to operate and maintain the Property on the principles and standards set forth in the Declaration, these By-Laws and the other subdivision documents.

4. **Membership:** The membership of the Association shall consist of all of the owners of lots in West Point Plantation Subdivision, Phase I. Upon expansion of the Subdivision by the addition of future phases, such new lot owners shall also become members.

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5. **Applicability:** These By-Laws shall apply to the Property Owners Association for the property known as West Point Plantation Subdivision, Phase I, St. Simons Island, Georgia, 31522, said property being more particularly described in the Declaration, and shall be binding upon all lot owners, their lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other persons occupying or using said property in any manner. The ownership, rental or occupancy of any home or lot shall constitute acceptance and ratification of these By-Laws and all other home documents.

6. **Board of Directors:**

A. **Number:** The affairs of the Association shall be governed by Board of Directors (hereinafter referred to as "Board") composed of three (3) members.

B. **Powers:** The Board shall have all the powers and duties necessary to administer the affairs of the Association and to do all things on behalf of the Association as are not prohibited by law.

C. **Management:** The Board may employ a management agent or agents and such personnel as the Board may deem necessary under such terms and compensation and with such duties as the Board may authorize.

D. **Election and Term of Office:** At the first meeting of the Association, two (2) Directors shall be elected for the term of one year and one (1) Director for a term of two years. The Directors shall serve a term of one year and be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.

E. **Vacancies**: Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the remaining Director, even though they may constitute less than a quorum; and each person so elected shall hold office until a successor is elected at the next annual meeting of the Association, unless sooner removed.

F. **Removal of Directors**: At any regular or special meeting of the Association, any of the Directors may be removed with or without cause by a vote of Seventy Five Percent (75%) of the total authorized vote of the Association members, and a successor may then and there be elected by majority to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting prior to the vote on his removal.

G. **Organizational Meeting**: The first meeting of the first Board shall be held within ten (10) days after election at such time and place as shall be determined by the Directors.

H. **Regular Meetings**: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. At least one regular meeting shall be held during each calendar year. Written notice of the time and place of regular meetings of the Board shall be given to each Director at least three (3) days prior to the day named for such meeting.

I. **Special Meetings**: Special meetings of the Board may be called on ten (10) days written notice to each Director, which notice shall state the time, place and purpose of the meeting.

J. **Waiver of Notice**: Any Director may waive notice of a meeting by written waiver executed before, at or after the meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting.



K. **Board of Directors Quorum:** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at any adjourned meeting as originally called may be transacted at any adjourned meeting at which a quorum is present, without further notice.

7. **Association Officers:**

A. **Number and Election:** There will be elected by and from the Board an Association President (who shall also be the Chairman of the Board), a Secretary and a Treasurer. The Secretary and Treasurer may be the same person. The Directors may appoint such other officers from the Association membership as in their judgment may be needed.

B. **President:** The President shall also serve as Chairman of the Board of Directors and shall be the chief executive officer of the Association. The President shall be in charge of the general management of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The President shall call meetings of the members of the Association and the Board of Directors to order and shall preside at such meetings. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors.

C. **Secretary:** The Secretary shall attend all sessions of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notice required to be given of any meetings of the Association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. The Assistant Secretary shall, in the absence or disability of the Secretary, or at his request, shall perform the duties of the Secretary and exercise the powers and authority of this office.

D. **Treasurer:** The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association, and in general, he shall perform all the duties incidental to the office of a Treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors or the President.

E. In case of the absence of any officer of the corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such officer to any officer or to any director.

F. **Term:** The officers shall be elected annually and shall hold office at the pleasure of the Board.

8. **Indemnification and Compensation of Officers and Directors:**

A. **Indemnification:** Each Director and each officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses were incurred. However, no indemnification shall be paid to a Director or officer who is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties.

B. **Compensation:** No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the lot owners.

9. **Association Meetings:**

A. **Place of Meeting:** Meetings of the Association shall be held in Glynn County, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that the owners shall designate the place of the first meeting.

B. **Annual Meeting:** The first meeting of the Association shall be held within one hundred eight (180) days after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the first day of \_\_\_\_\_ of each calendar year, unless such day is a legal holiday, in which event the meeting shall be held on the next succeeding business day.

C. **Special Meetings:** The President may call a special meeting of the Association at any time and he shall be required to call a special meeting of the Association if directed by a majority of the Association members and presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

D. **Notice of Meeting:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days of any other meeting. The mailing of such notices shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any members attending a regular meeting or special meeting shall be deemed to have waived notice of such meeting. The notice of the meeting shall state the time, place and purpose of such meeting.

E. **Order of Business:** The order of business at all annual meetings shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees, if any.
- (6) Election of inspectors of election.
- (7) Election of Directors.

(8) Unfinished business.

(9) New business.

F. **Quorum.** At all meetings, regular or special, the presence of members entitled to vote shall constitute a quorum.

G. **Rules of Order:** Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by Roberts Rules of Order.

10. **Voting by Members of the Association:**

A. **Percentage of Vote:** Voting shall be on a per lot basis and the vote to which each member is entitled is one vote for each lot. Said vote shall not be divisible and the vote thereof may not be cast in part.

B. **Designation of Voting Representative:** If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person or is under lease, the person entitled to cast the vote for the subdivision shall be designated by a certificate signed by all of the record owners of the subdivision and filed with the Secretary. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until written notice of a change in the ownership of the lot concerned is delivered to the Secretary of the Association. Whenever the decision of a lot owner is desired upon any matter, whether or not the subject of a vote at an Association meeting, such decision shall be expressed by the person who would be entitled to cast the vote of such lot in an Association meeting.

C. **Proxy.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

11. **Amendment.** These By-Laws may be amended only at a duly constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is a purpose of the meeting. These By-Laws may be amended only by the affirmative vote of members entitled to cast 51% or more of the total vote of the Association.

Adopted as the By-Laws of WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC. at the organization meeting of the Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WEST POINT PLANTATION, L.L.C.

\_\_\_\_\_(SEAL)  
ROBERT M. TORRAS, SR.

Ratified as the By-Laws of WEST POINT PLANTATION PROPERTY OWNERS ASSOC., INC. at the first regular meeting of members of the Association held on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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# **WEST POINT PLANTATION**

**St. Simons Island, Georgia**

**MASTER DESIGN AND CONSTRUCTION  
GUIDELINES  
FOR  
ARCHITECTURE, SITE PLANNING  
AND  
LANDSCAPING**

Revised May 22, 2003

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FOR  
MASTER DESIGN AND CONSTRUCTION GUIDELINES**

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## I. INTRODUCTION

West Point Plantation is a special place located in the center of St. Simons Island, one of the most beautiful and historic islands in the world. The temperate climate it enjoys, its natural beauty, its privacy, its proximity to the other magnificent Golden Isles of the Georgia coast as well as to the metropolitan centers of Savannah and Jacksonville make this a very unique and sought after location to live. The island offers great shopping, gourmet restaurants, art galleries, golf, tennis, equestrian center, beautiful beaches and a wealth of boating and fishing activities. To capitalize on these assets, West Point Plantation, LLC has built a remarkable private, gated community that features spacious building sites nestled among towering pines and majestic 200 year-old oaks. There are water views, lighted and paved streets with curbs, gutters, sidewalks, storm sewers, and underground utilities already in place and waiting for you to build your dream home. The community will have miles of connected sidewalks for your walking pleasure, with plans for a clubhouse, tennis courts and a pool. Nearby is Fort Frederica, Christ Church as well as churches of many denominations. Oglethorpe Elementary School, rated among the top twenty in the state, is located less than two miles away.

In an effort to assure our property owners will have a community that will be a treasured place to live as well as a valued investment, West Point Plantation has created a master plan with design and building standards that will promote an aura of tranquility unmatched anywhere.

We want to encourage a variety of architectural styles keeping in mind designs appropriate for Saint Simons Island. To this end, we are setting these guidelines for both design and construction as a means of assuring that values will be preserved and that West Point Plantation will be one of the most sought after communities in the Southeast. We are pleased to have you read these guidelines. We look forward to showing you an assorted collection of home designs that are typical of the look and feel that the Architectural Review Committee expects to find at West Point Plantation. These plans are from various books of homes. These plans do not always conform to the Master Design and Construction Guidelines and are not pre-approved.

### **Basic Home Requirements:**

Each lot shall have only one single family home of at least 2500 heated square feet (at least 1500 square feet on first floor of a two story house), of which 500 square feet may be unfurnished, with a minimum two car garage as part of the main building or detached either beside or behind the main building and, in either case not facing any street. There must be a concrete driveway from the street to the garage and an area for two car parking. The house must have a minimum of three bedrooms, each with private full bath or two bedrooms connected by a full bath. There must be a minimum ceiling height of nine (9) feet on the main living floor. Design, house placement on lot, set backs, landscape design, construction materials, and other requirements will be found in this Guidelines document. Preassembled homes constructed off site to be assembled on site are not allowed. Air conditioner window units are not allowed.

## II. DESIGN GUIDELINES AND SPECIFICATIONS

All projects will be evaluated for aesthetic considerations and compliance with the West Point Plantation covenants and guidelines. Considerations may be based on scale, exterior material usage, color, siting, and compatibility with existing natural and man made conditions. Meeting an acceptable range of common design criteria is necessary to insure that individual improvements reflect the overall design objectives of the entire community. All improvements shall be subject to the following guidelines:

### **A. Architectural Design Standards:**

Architectural style shall not be prescribed but homes must impart the feeling that they belong in West Point Plantation. A book of home designs is available that present examples of the look and feel that is appropriate for West Point Plantation. These designs are not pre-approved. Should one of these designs be selected, they must be altered as necessary to assure compliance with all West Point Plantation architectural design standards.

The aesthetic appearance of a residence depends greatly upon the articulation of siding, roofing details, fenestration, walls and fences. All projects will be evaluated for aesthetic appearance and guidelines conformance of the following items:

**1. Foundations:**

Concrete floor slabs with integral perimeter footings placed on fill dirt are permitted only when the lowest inhabited floor level is at or above the FEMA approved level which is thirteen feet (13 ft.) above mean sea level at West Point Plantation. A raised foundation with "crawl space" is often desired. The enclosure of this foundation must receive the same careful attention to detail and finishes as the main portion of the house. Concrete block foundations are to be finished in stucco, tabby or brick. Exposed round pilings must be encased in finished woodwork or concrete. Open areas under elevated homes shall be screened on all sides with lattice, louvers, siding or some other appropriate architectural treatment. (See Figure 1)

**2. Filling:**

Should the site be filled or partially filled, the foundation plans must be accompanied by drawings showing the contour and elevations of the proposed fill. Particular care must be given to maintain the proper appearance of the combined building, roading and landscape design, drainage and tree protection.

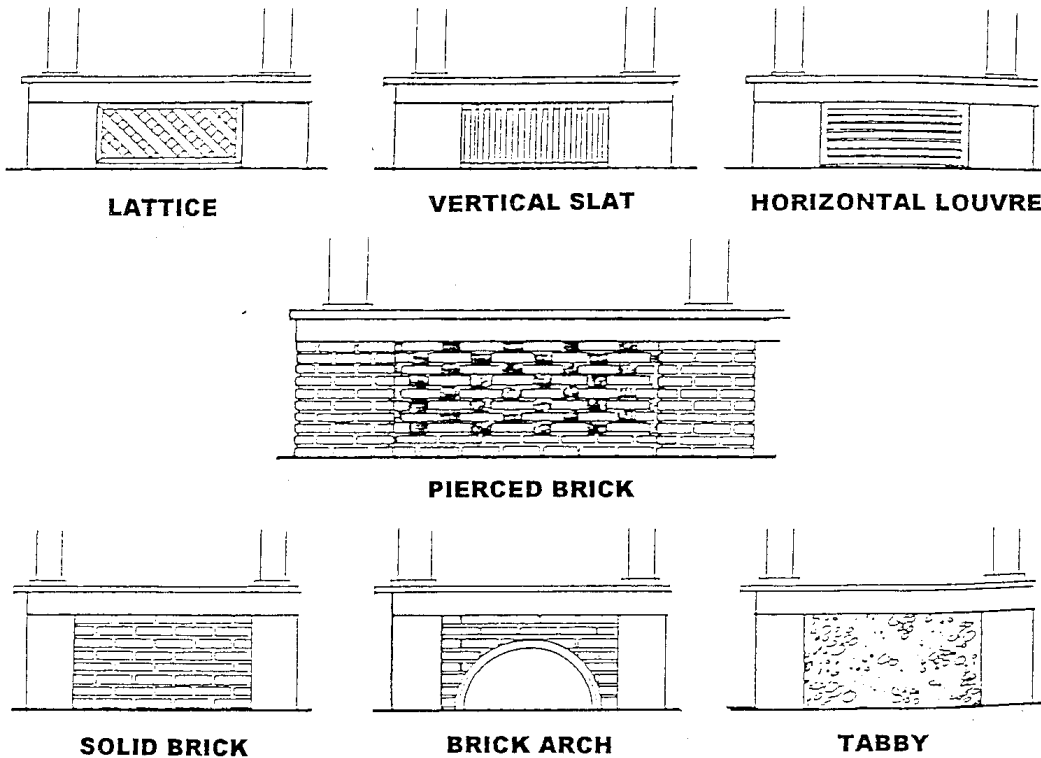


Figure 1. Raised Foundation In-fill Techniques.

**3. Exterior Wall Finishes:****a. Materials:**

At West Point Plantation, it is recommended that the exterior wall surfaces be wood, stucco or tabby (oyster shell exposed in concrete). A traditional Charleston or Savannah type of brick may be used as an exterior wall treatment. Other materials may be used only when specifically approved by the ACC.

**b. Colors:**

The dominant stain or paint color for any project should be compatible with the environment. Whites, off whites and earth tone colors on wood and whites as well as muted pastels on stucco such as traditionally found in Charleston and Savannah are recommended. Trim colors should compliment the dominant color.

**4. Windows, Dormers, Shutters and Doors:**

Windows should be oriented to afford privacy while taking advantage of special views. Proportions of windows should be in scale with the house and be located to enhance both the exterior appearance and interior light quality. Window frames are to be anodized aluminum, vinyl or wood with painted finish. Unpainted metal finishes are not permitted.

It is recommended that all exterior doors be solid wood or metal and all windows that are visible from the street be multi-light (See Figure 2). Some common dormer, shutters and door types are illustrated. (See Figure 3.)

**5. Roofs**

Building roofs should have similarities in form, color and materials which contribute to the desired character of West Point Plantation. Hip or gabled with pitches of between four feet in twelve and ten feet in twelve are recommended. Slope of the roofs should provide a balanced visual impression in relationship to the body of the dwelling. Large expanses of roof masses should be avoided or broken up by intersecting roofs or dormers. Slate, cedar shakes, clay tile, composition shingles, standing seam metal or copper are recommended roofing materials. Colored metal roofs must be in keeping with surrounding homes.

All roof accessories such as vent stacks and exhaust vents shall be painted to match roof color and located in the most unobtrusive way possible (away from front elevations). All flashing is to be copper except in the case of a metal roof where the flashing must be the same color as the roof.

**6. Chimneys:**

In order to maintain the traditional character desired at West Point Plantation, all chimneys must have masonry veneers. Exposed metal flues and prefab chimney caps are not permitted. The height above the roof must conform to local codes.

**7. Verandas:**

It is often the porch or veranda along with the specific details therein (columns, baluster, railings and cornices) that identify the style of a low country home. Verandas can take any number of shapes, from bordering the house on one side (usually the front) to a continuous porch circling the entire building. The accompanying illustrations exhibit some of the range often found in low country architecture. (see figure 4 & 5)

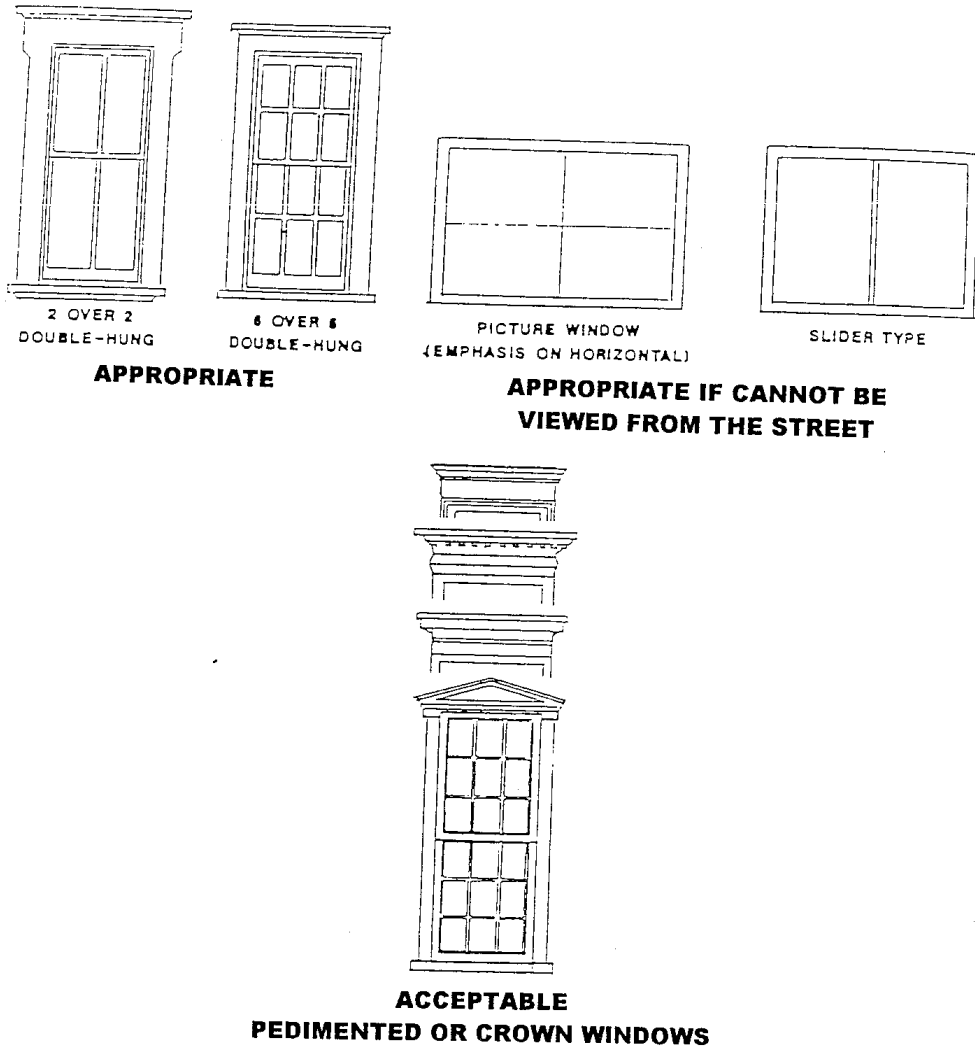
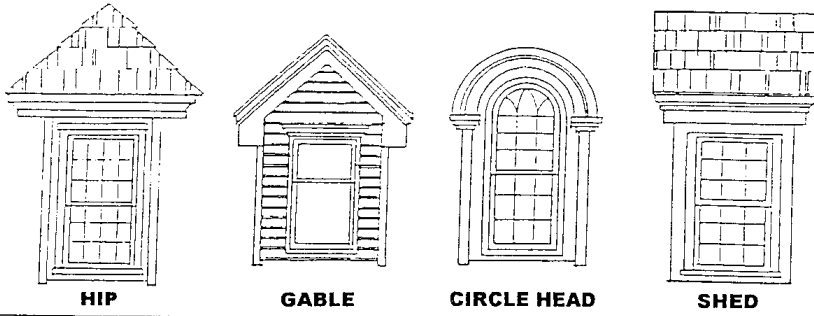
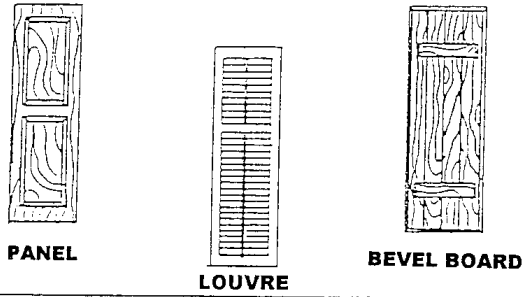


Figure 2. Windows and Window Crowns.

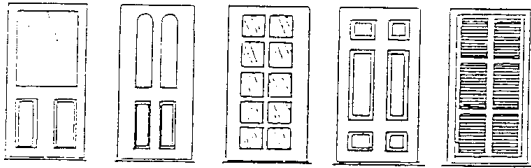
**DORMERS**



**SHUTTERS**

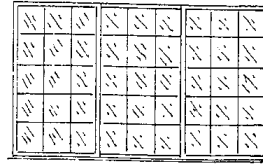


**DOORS**

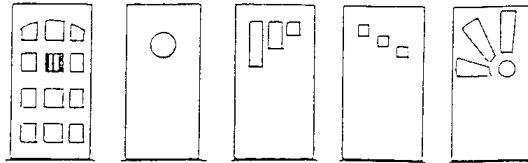


**APPROPRIATE DOORS**

**SLIDING DOORS**



**APPROPRIATE IF CANNOT BE VIEWED FROM THE STREET**



**INAPPROPRIATE DOORS**

Figure 3. Dormers, Shutters, and Doors.

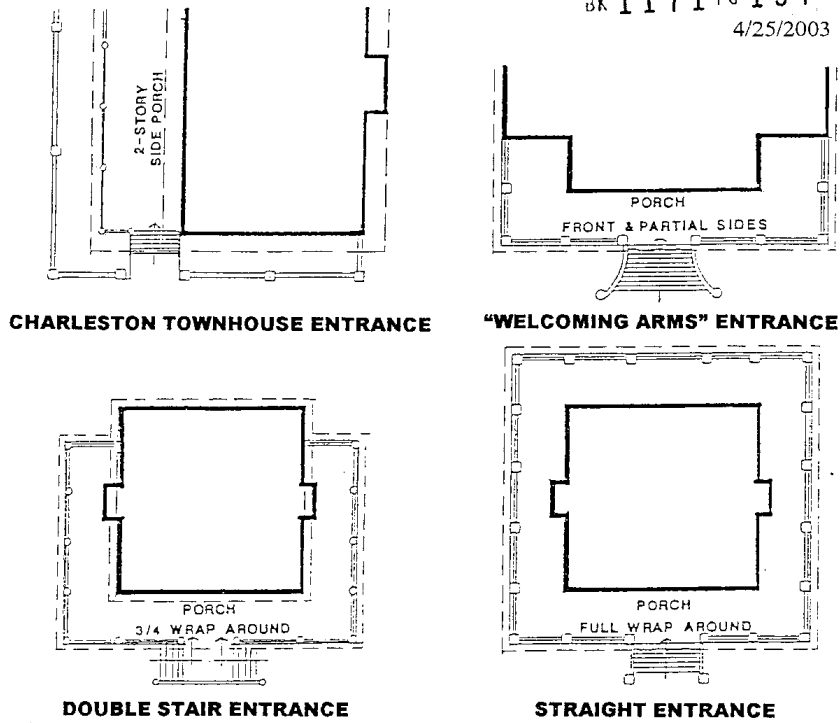
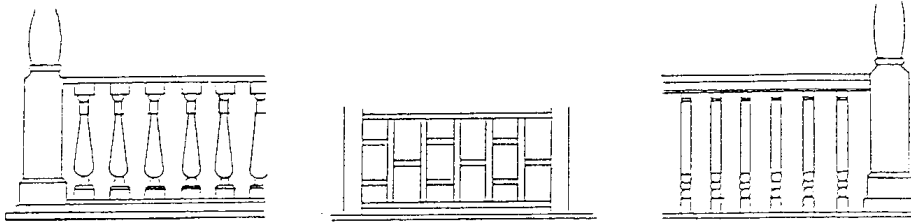
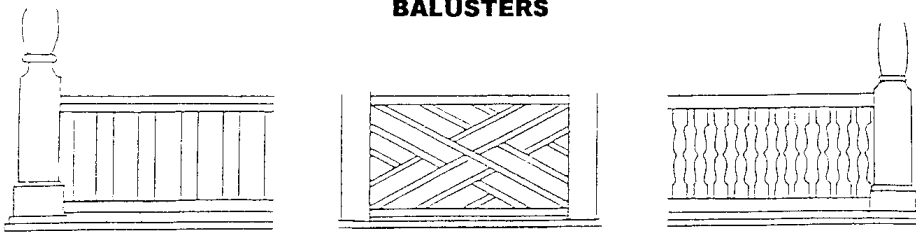


Figure 4. Typical Porch Plans

**8. Garages:**

All garages (minimum two car) must be a part of the main structure or separate. In either case the garage must not face any street. If separate, it must be either behind or beside main structure. If beside, it must be at least fifteen (15) feet from side property line. Unconnected garages may be placed behind the main residence. Garages placed totally behind the back wall of the main structure must be at least seven (7) feet from the interior property line, at least ten (10) feet from the back property line, and at least thirty (30) feet from any side street. Garage appearance, materials, style, color and doors must be compatible in style to the house. (See Figure 6)

**BALUSTERS**



**COLUMNS**

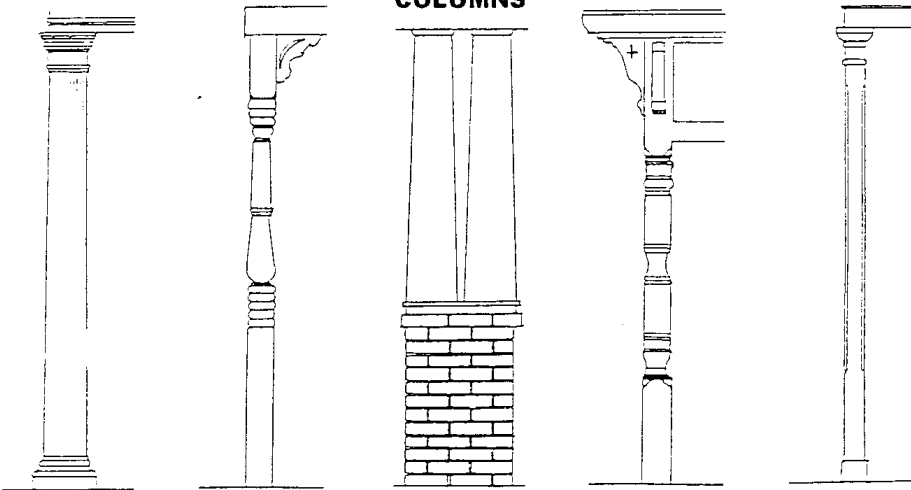


Figure 5. Typical Columns and Balusters.



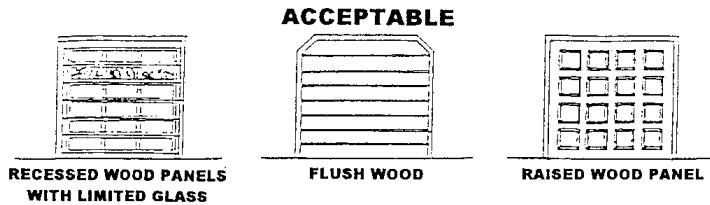


Figure 6. Typical Garage Doors.

#### 9. Service Yards

All home sites are required to have a service yard for HVAC equipment, trash receptacles, utility meters and miscellaneous equipment to be stored outside. These items to be contained within the service yard are to be screened from view by a fence or wall of at least four (4) feet but not more than six (6) feet in height. The screening wall or fence should be of a design, material and color compatible with the house. Service yard pavement should be concrete.

#### B. SITE PLANNING STANDARDS:

##### 1. Parking:

Minimum of two off-street parking spaces in addition to garage areas must be provided for each residence. This parking area may be beside a driveway or by the addition of a circular driveway in front of the house with allowance for two cars to park without blocking the drive. Paved parking areas and drives are permitted behind the dwelling. The driveways and parking areas must be paved in concrete and/or approved brick pavers.

##### 2. Hedges, Fences and Walls:

All lots must be separated by hedges, walls or fences. Hedges are the preferred means of separation between properties. Location, height, width, density and type of plants in hedges must be approved by the ACC. Chain link or wire fences are not acceptable. Hedges, fences and walls must not extend closer than thirty feet (30 ft.) from a street and must clear property lines by six inches (6 in.) on the sides except where a single means of separation is agreed upon in writing by adjoining property owners. Hedges must be at least three (3) feet in width.

All fences and walls must be approved by the ACC and must be constructed of approved materials and at approved heights. The most common approved fences or walls are for the following uses:

- a. Service yard enclosure.
- b. Dividers between front and back yards.
- c. To provide privacy at property lines.

Fences used for privacy should be from four feet (4 ft.) feet to six feet (6 ft.) in height and must be compatible with the materials and colors of the main house. (See Figures 7 & 8)

##### 3. Exterior Lighting:

Exterior lighting requires ACC approval and must be installed to avoid glare from light sources to neighboring properties and nearby traffic. Night lighting should be directed downward and confined to driveways, paths, steps and sidewalks. Lighting used to accent vegetation should be subtle, subdued and hidden from view. (See Figure 9)

##### 4. Decks and Patios:

"Exterior rooms" created through the use of decks and patios should be designed to be an extension of the interior space. Decks and patios should be carefully located in order to preserve existing vegetation as well as provide a transition from the building to the landscape. Scale, dimension, detail and materials should be consistent with the architecture of the house. Brick, tile, wood or concrete aggregate are recommended paving materials.

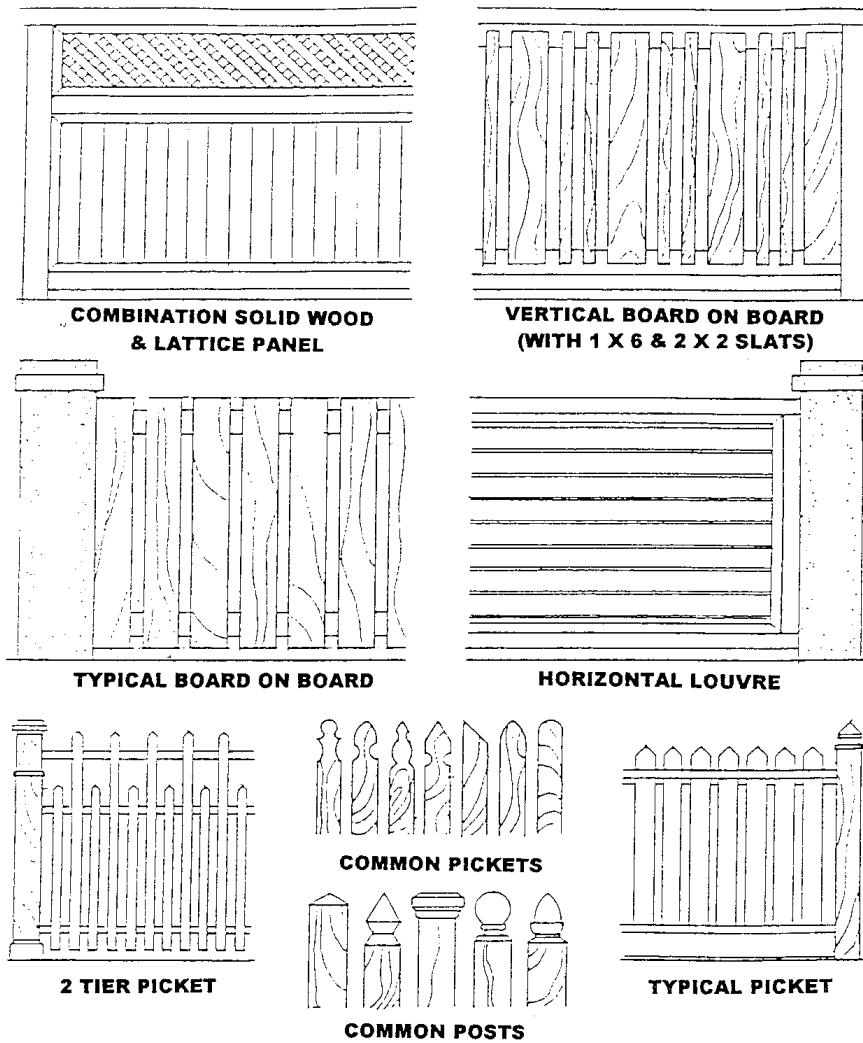
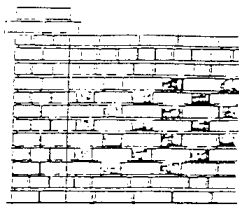
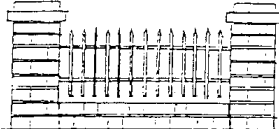


Figure 7. Typical Wood Fences.

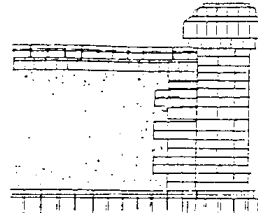
**BRICK WALLS & COLUMNS**



**PIERCED BRICK**

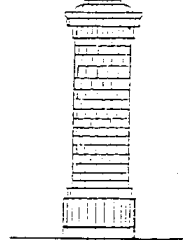
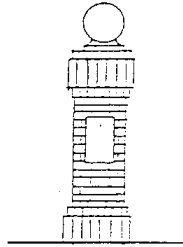
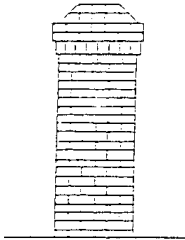


**BRICK & WROUGHT IRON**

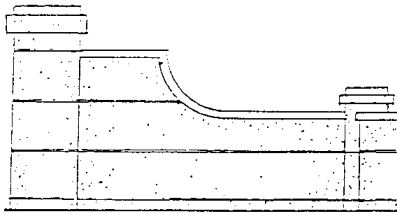


**BRICK & STUCCO**

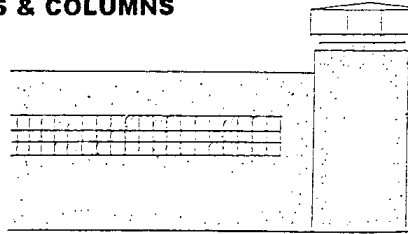
**BRICK PILASTERS**



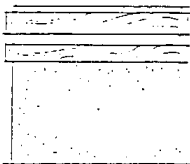
**STUCCO WALLS & COLUMNS**



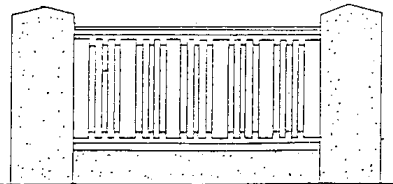
**SCORED STUCCO**



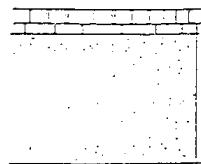
**STUCCO WITH TILE ACCENT**



**STUCCO WITH WOOD CAP**



**STUCCO COLUMNS WITH WOOD IN-FILL**



**STUCCO WITH BRICK CAP**

Figure 8. Typical Walls and Columns.

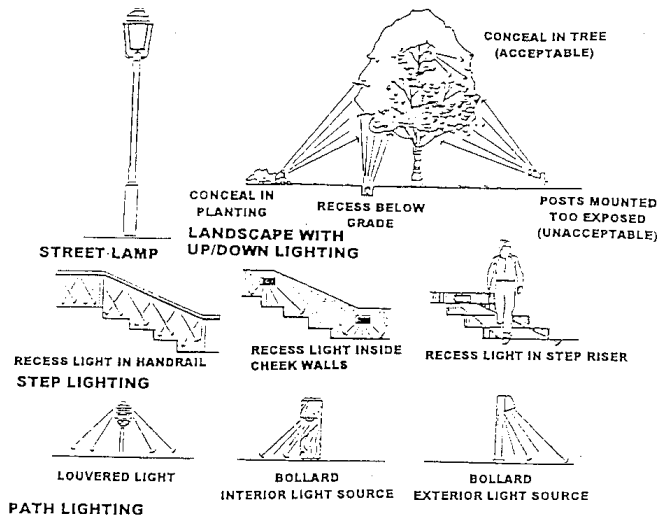


Figure 9. Site Lighting.

**C. Landscape Requirements:**

Landscaping must be adequate to properly complement the house and site. In successful designs, elements of the landscape and building unite to form a habitat compatible with its environment. Plans for any landscaping, grading excavation, or filling of lots must be approved by the ACC and conform to the following guidelines:

**1. Plant Material Considerations:**

In general, proposed plant material should be easily available, deer resistant, drought resistant and cold hardy. New plantings seen from the street should have a natural and informal appearance. Formal plantings and landscape furnishings may be allowed in private gardens, side yards and back yards less visible from the street. (See Figure 10)

**2. Planting Design:**

A simple massing of plant materials is generally the most effective method of creating a successful planting scheme. A complicated planting scheme with exotic effects will be rejected. Lawn areas are required in open areas around homes where sunlight is available for most of the day. Wooded areas should be cleared of brush and natural grasses. Wooded areas should be preserved and enhanced with selective introduction of ground cover and edge plantings. Otherwise they should be covered with chips or pine straw with board edging. Plant material, berms, and low walls should be incorporated into the design to provide screening and privacy. For reasons of safety no planting which obstructs sight line above streets or roadways shall be permitted on corner lots. (See Figure 11)

**3. Tree Protection:**

Maintaining ground level plants in addition to the basic tree cover of each home site preserves the general character of West Point Plantation and minimizes the amount of supplemental landscaping required to soften the impact of structure placed on the site. If a tree is to survive, its roots, bark and leaves must be largely undamaged. Therefore, ground disturbance and compacting within the drip line must be minimized. When filling within the drip line, a tree well must be installed. No trees shall be removed or damaged with a diameter of eight (8) inches four (4) feet above grade without ACC approval. (see figure 12)

**APPROVED PLANT LIST**

(Key: (E) = Evergreen Plant; (D) = Deciduous)

1. **LARGE TREES**

Acer rubrum – Red Maple (D)  
 Betula nigra – River Birch (D)  
 Ginkgo Biloba – Ginkgo (male varieties only) (D)  
 Magnolia gradiflora – Southern Magnolia (E)  
 Pinus Taeda – Loblolly Pine (E)  
 Platanus occidentalis – Sycamore (D)  
 Pyrus callerana 'Bradford' – Bradford Flowering Pear (D)  
 Quercus anaden – Southern Red Oak (D)  
 Quercus virginiana – Live Oak (E)  
 Sabal palmetto – Sabal Palm (E)  
 Salix babylonica – Weeping Willow (avoid planting near sewer lines) (D)  
 Zelkova Serrata – Japanese Zelkova (D)

2. **SMALL TREES**

Cercis anadensis – Eastern Redbud (D)  
 Cornus florida – Flowering Dogwood (D)  
 Ilex attenuata hybrida – Savannah/Foster Holly (E)  
 Ilex cassine – Dahoon Holly (E)  
 Lagerstroemia indica – Crapemyrtle (D)  
 Myrica cerifera – Wax Myrtle (E)  
 Prunus caroliniana – Carolina Laurel Cherry (E)

3. **LARGE SHRUBS**

Bambusa multiplex – Hedge Bamboo (E)  
 Camellia japonica – Common Camellia (E)  
 Cleyera japonica – Cleyera (E)  
 Cortaderia selloana – Pampas Grass (D)  
 Eleagnus pungens fruitlandi – Thorny Eleagnus (E)  
 Ilex cornuta 'Burford' – Burford Holly (E)  
 Ilex vomitoria – Yaupon Holly (E)  
 Ilex aquifolium 'Nellie R. Stevens' – Nellie R. Stevens Holly (E)  
 Ligustrum lucidum – Glossy Privet (E)  
 Michelia fuscata – Banana Shrub (E)  
 Nerium oleander – Red Oleander (E) (use cold hardy varieties)  
 Osmanthus fragrans – Fragrant Tea Olive (E)

3. **LARGE SHRUBS (Continued)**

Osmanthus fortunei – Fortune's Osmanthus (E)  
 Photinia glabra – Japanese Photinia (E)  
 Photinia x Frazeri – Fraser Photinia (E)  
 Pittosporum Tobira – Pittosporum (E)  
 Pyracantha koidzumi – Formosa Firethorn (E)  
 Trachycarpus fortunei – Windmill Palm (E)  
 Yucca aliofolia – Spanish Bayonet (E)

Figure 10. Approved Plant List.

4. **MEDIUM SHRUBS** Azalea indica – Southern Indian Azalea (E)  
 Aucuba japonica – Japanese Aucuba (E)  
 Camellia sasanqua – Sasanqua Camellia (E)  
 Forsythia intermedia – Border Forsythia (D)  
 Gardenia jasminoides – Gardenia (E)  
 Ilex cornuta burfordii ‘Nana’ – Dwarf Burford Holly (E)  
 Ligustrum sinensis variegata – Variegated Privet (E)  
 Nandina domestica – Nandina (E)  
 Podocarpus macrophyllus ‘Maki’ – Japanese Yew (E)  
 Pyracantha Koidzumii ‘Low Dense’ – Low Dense Pyracantha (E)  
 Spiraea van houttei – Spiraea (D)  
 Viburnum suspensum – Sandankua Viburnum (E)  
 Yucca gloriosa – Mound Lily Yucca (E)
5. **SMALL SHRUBS**  
 Azalea obtusum – Kurume Azalea (E)  
 Azalea hybrida – Satsuki Azalea (E)  
 Aucuba japonica ‘Nana’ – Dwarf Aucuba (E)  
 Gardenia radicans – Creeping Gardenia (E)  
 Ilex cornuta ‘Carissa’ – Carissa Holly (E)  
 Ilex cornuta ‘Rotunda’ – Boxleaf Holly (E)  
 Nandina domestica ‘Harbor Dwarf’ – Harbor Dwarf Nandina (E)  
 Pittosporum tobira ‘Wheeler Dwarf’ – Dwarf Pittosporum (E)  
 Raphiolepis indica – Dwarf Indian Hawthorne (E)
6. **GROUND COVER**  
 Aspidistra elatior – Cast Iron Plant (E)  
 Cyrtomium falcatum – Holly Fern (E)  
 Hedera canariensis – Algerian Ivy (E)  
 Hemerocallis – Daylily (D)  
 Juniperus davurica ‘Expansa’ – Parsons Juniper (E)  
 Juniperus procumbens ‘Nana’ – Dwarf Japgarden Juniper (E)  
 Liriope muscari – Liriope (E)  
 Trachelospermum jasminoides – Confederate Jasmine (E)

Figure 10. Approved Plant List (Continued).

**D. Grading and Drainage:**

Site grading shall be kept to a minimum and existing drainage should be maintained. Grading or drainage must be designed to insure no storm water or roof water runoff is directed toward an adjacent home site. Runoff should be diverted into natural swales.

**E. Swimming Pools:**

The location and design of all proposed swimming pools or in ground spas must be submitted to the ACC for approval on a case by case basis. Extreme care must be taken in locating pools to avoid an excessive amount of clearing and disturbance of existing vegetation. Pool equipment shall be placed inside an enclosure and preferably integrated into the service yard. Inflatable “bubble” pool covers and metal above ground pools are not permitted.

**F. Mailboxes and House Numbers:**

A standardized mailbox and post with house numbers will be provided by the ACC as part of the fee charged for approving house plans. This will be installed upon the Completed Construction Review prior to occupancy of the home.

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**G. Signs:**

One-two (2) by three (3) foot (or smaller) wooden sign will be allowed on site during construction. It should be single faced, and constructed in an appealing way, and placed parallel to the street. This sign may denote architect and contractor and must display all building permits etc. required. It must be removed after Completed Construction Review and before occupancy of home. No "For Sale" signs are allowed on any house or lot (other than the Developer's signs). The developer is not restricted in any way concerning signage.

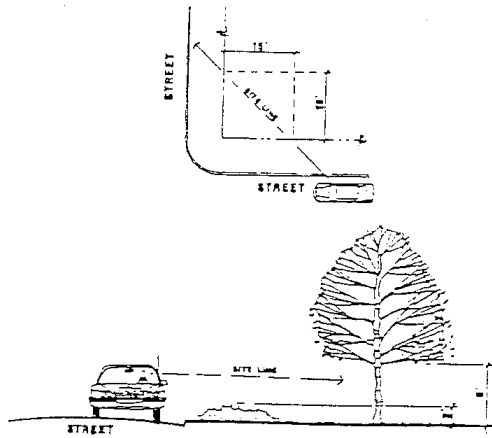


Figure 11. Roadway Sight Lines.

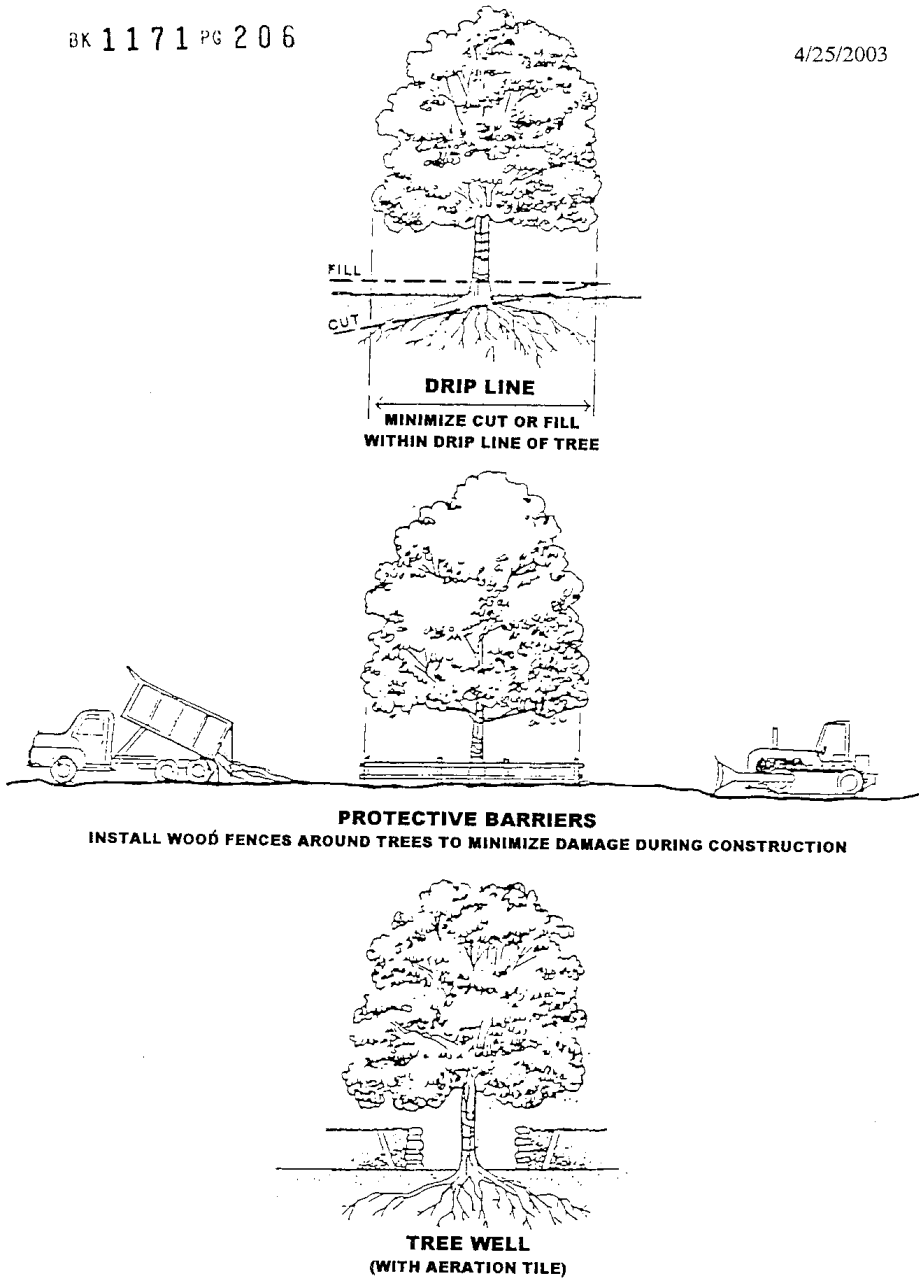


Figure12. Tree Protection.



**III. CONSTRUCTION GUIDELINES—THE CONSTRUCTION PROCESS****A. Before Construction:**

After completing the review process and before receiving final approvals and permits, the contractor must submit a construction application form and place a refundable deposit of \$2,000 before any materials deliveries, lot clearing or construction activity may begin. Contractor's deposits are collected to ensure compliance with the approved plans, for any site maintenance and correction of any off site damages caused by the contractor's actions. This does not, however, relieve the contractor or owner from compliance to approved plans or from his clean-up responsibilities described herein. West Point Plantation also requires a refundable landscape deposit of \$2,500 from the property owner to insure installation of the landscape plans as submitted and approved by the ACC.

In summary, the following steps must be completed before construction begins:

1. Submit construction application and pay \$4,500 of refundable deposits.
2. Receive final approval from West Point Plantation Architecture Control Committee (ACC).
3. Obtain West Point Plantation and Glynn County building permits and post on job site.
4. Begin construction.

**B. During Construction:**

1. **Inspections:** All construction in West Point Plantation will be under the observation of the ACC administrator. A mandatory Final Inspection will be made after the completion of all construction, and before occupancy. If any clean-up or alterations need to be made by West Point Plantation or the ACC, the cost will be deducted from the deposits. Please note that West Point Plantation or the ACC or its agents will assume no responsibility for inspecting in progress construction for compliance with approved plans. The owner of the property will assume full liability for failure of construction to comply with approved plans and governmental regulations.

2. **Access:** The West Point Plantation gates will be open for construction traffic from 7:00 A.M. until 7:00 P.M. Monday through Friday and 7:00 A.M. until 5:00P.M. on Saturday. There will be no construction activities on Sundays, holidays or after the hours mentioned above except when written approval from the Architectural Control Committee has been granted.

3. **Site / Construction Regulations:**

- a. Each construction site is required to have portable toilet facilities for workers to be located in an inconspicuous area of the site.
- b. All construction materials and equipment must be kept within the property lines and must be maintained in a neat and orderly manner. The storage of materials and equipment should be in a discrete location of the site and is not permitted under the drip line of the trees.
- c. It is imperative that all sites be maintained in a clean and tidy manner therefore open trash piles are prohibited. Construction debris should be contained in a dumpster or wood box and is not to be in public view.
- d. Special care should be taken during construction to preserve existing vegetation. Any clearing, grading or building on site without approval of the ACC will result in suspension of work and denial of access. All trees which are not expressly authorized to be removed pursuant to the approved plans shall be protected by physical barriers acceptable to the ACC.
- e. Fires are not permitted on any construction site at any time.
- f. Temporary utilities must be installed for electricity and water. Temporary power poles must be erected plumb, temporary water services are provided by a county application tap fee.
- g. The contractor or lot owner will be responsible for immediate and approved repairs to curbs, paving, utility lines and other existing finished work damaged as a result of construction or other site improvements.

1. **Electric Service:** Underground cables are available to homeowners through arrangements with Georgia Power Company. Homeowner is responsible to run underground lines from street to house.
2. **Potable Water, Sewer Service, and Garbage Disposal:** Potable water, sanitary sewer, storm sewer, trash and garbage disposal are available for homeowners through direct arrangements by the owner with Glynn County. The homeowner is responsible to run utilities from street to house.
3. **Irrigation Water:** Underground piping carries water for irrigation (not potable water) to each lot.
4. **Cable Television:** Underground cables are available to homeowners through arrangements made by owner with Adelphia.
5. **Telephone Service:** Underground cables are available to homeowners through arrangements made by owner with Southern Bell Telephone Company.

**C. Contractor Regulations:**

- a. All builders must be licensed and insured in Georgia.
- b. Property owners are responsible for their contractors and contractors are responsible for their employees and subcontractors. Workers must wear proper dress including shirts and shoes at all times. Loud music from radios and/or improper language is not permitted.
- c. The possession of and consumption of alcohol or drugs is prohibited. Violators will be removed from the property.
- d. Firearms or other weapons are prohibited anywhere on the property.
- e. All construction personnel and visitors are subject to the regulations and control of the management of West Point Plantation.
- f. The construction of all buildings and other structures must be commenced within 24 months of the purchase date of the property as evidenced by a contract signed by a bonafide builder showing a start and completion date as well as a building permit from Glynn County. Construction of all buildings must be completed within thirty-six (36) months of the purchase date of the property. The original landscaping must be completed within one year of completion of the home.  
These time requirements are to protect the values of the property for homeowners; the purchase of lots that are not to be built upon, but to be held solely for investment purpose is discouraged.
- g. Should the permitting process not be completed and construction commenced within the twenty four (24) months after the date of purchase, no construction can commence without new permits from the West Point Plantation Architectural Control Committee and West Point Plantation, LLC will have the right, but not the obligation, to repurchase the property at the original sales price. Should the property owner not sign the resulting repurchase documents, the property owner, his heirs and/or assigns will be denied the use of all amenities offered by the homeowners association, including but not limited to the use of any clubhouse, swimming pool, or tennis courts. West Point Plantation, LLC will have the right to reacquire the property through the court. Should landscaping not be completed within forty two (42) months of the date of purchase, West Point Plantation, LLC will have the right, but not the obligation, to cause the completion of the landscaping per the approved landscape plan and charge the property owner for the cost of landscaping.
- h. Parking during construction. Vehicles, construction equipment and materials may be parked or placed anywhere on the lot. Worker's vehicles may be parked on the street right of way in front of the lot but not on sidewalks.

**D. After Construction:**

Upon completion of house and landscaping, clean up and removal of debris from the site and removal of temporary utilities and builder's sign, the contractor should notify the ACC to schedule a final inspection. An ACC board member or agent will conduct a final inspection and verify that all plans were followed as approved. West Point Plantation reserves the right to employ workers to correct any exterior changes made without approval or to clean up an unacceptable site as needed. These expenses must be deducted from the contractor's deposit or the owner will be back-charged for the cost of such work. As a checklist, the following are items that must be completed prior to final inspection:

1. Complete construction
2. Install landscaping
3. Remove dumpster and portable toilet
4. Remove all temporary utilities
5. Remove contractor sign
6. Remove any remaining debris
7. Repair any damage to curbs, right-of-way, common areas or adjacent property

When all of the above items are completed, the owner shall notify the ACC to schedule the final inspection. Any unauthorized changes and/or deficiencies must be corrected before final inspection approval will be granted and deposits refunded. All corrective work must be completed within thirty (30) days of receipt of a letter from the ACC outlining those items in need of attention.

Upon final satisfactory completion of the final inspection, a mailbox and post with the house number attached will be installed by the ACC and a certificate of occupancy issued.

The above regulations are designed to enhance West Point Plantation's overall appearance. These regulations are to be used as guidelines and are not intended to restrict, penalize or impede construction firms who adhere to these regulations. Repeated violation of these regulations will result in the suspension of the building permit until corrective action has been taken.

West Point Plantation, LLC does not in any way assume responsibility for inspection of the architectural requirements, the building process, or the adherence by property owners and/or contractors to state and county building codes and requirements. The approval of drawings and the inspections performed as well as the subsequent approval documents used by the West Point Plantation ACC indicate that the processes and the procedures have been followed and that no substantial and obvious violations of the codes and restrictions have been recognized.

WEST POINT PLANTATION  
St. Simons Island, Georgia  
Application for Approval of Residential Construction

Property Owner

Owner's Name: \_\_\_\_\_ Lot No. \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business: \_\_\_\_\_

Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contractor

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Home: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Architect

Architect's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Home: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Type of Construction: \_\_\_\_\_ Type of Approval Requested: \_\_\_\_\_

\_\_\_\_ New Construction \_\_\_\_\_ Preliminary Approval

\_\_\_\_ Addition/Renovation/Change \_\_\_\_\_ Final Approval

\_\_\_\_ Other \* \_\_\_\_\_ Other\*

**\* Other Construction:**

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**\* Other Approval:**

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**For Architectural Control Committee Use Only:**

**Preliminary Approval Action:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:**

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**Final Approval Action:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comments:**

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**West Point Plantation Building Permit issued:**

**Date:** \_\_\_\_\_ **Permit No.** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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#### IV. DESIGN REVIEW

##### **A. Composition and Function of Architectural Control Committee**

The West Point Plantation, LLC and the West Point Plantation Property Owners Association shall appoint a three (3) or five (5) member Architectural Control Committee for the purpose of maintaining and enforcing architectural design, site planning, landscape design and construction standards in conformance with the covenants and these guidelines. These controls reflect the information that both responsible architects and builders should require to effectively design a home.

Adherence to these controls are a condition of the purchase of the property. Should a property owner not comply with these controls, West Point Plantation, LLC has the right but not the obligation to repurchase the property at its original sales price or file legal suit to enforce compliance. Reasonable notice and opportunity to cure any violation will be made available in advance of repurchase procedure.

The Architectural Control Committee (ACC) will meet periodically as necessary to consider matters of proposed improvements and the consideration of applications from property owners within West Point Plantation. Policies on meeting schedules and ACC activities will be established by West Point Plantation, LLC or the Board of Directors of the West Point Plantation Property Owners Association and may change from time to time. ACC approval of application from property owners is intended as an oversight process that does not release the property owner from the responsibility of complying with all homeowners association protective covenants as well as architectural standards and all governmental regulations.

The ACC and these guidelines have been established to achieve the following objectives:

1. Assure quality design and construction that is compatible with the overall design objectives of the West Point Plantation community.
2. To provide a systematic and uniform review process for the approval of proposed construction.
3. To assure that the unique natural setting of the community is preserved and enhanced by prevention of excessive clearing and grading which could cause disruption of natural water courses, landforms and vegetation.
4. To assure that the siting and architectural design of structures are visually compatible with the terrain and vegetation within the property as well as the surrounding properties and community as a whole.
5. To assure that landscape plans provide visually pleasing settings, functional satisfaction and plans that blend with the natural landscape and neighboring properties.
6. To assure that an acceptable irrigation system has been designed.
7. To assure that any development, or construction of buildings or landscaping complies with the provisions of the covenants and these guidelines.

##### **B. Steps to Construct Your Home**

Before the construction of any building, landscape feature or other structure or any change in any structure, two (2) complete sets of plans and an application for Approval of Residential Construction shall be submitted to the Architectural Control Committee (ACC). (A sample application form is shown in the Appendix of these guidelines and copies may be obtained from the WPP office) The plans must receive final written ACC approval prior to construction, including site clearing. If exterior changes to a building or colors and materials are contemplated during construction, the changes must be approved by the ACC. The plans should be accompanied by a one-time submission fee of \$100.00 payable to West Point Plantation Property Owners Association. These funds go to defray some of the costs of operating the ACC. Fees are subject to change by West Point Plantation, LLC. All ACC reviews of application will be responded to in less than thirty days from time of submission. The property owners must follow the steps involved in construction listed below and explained in detail:

1. Review covenants and guidelines.
2. Obtain a survey of the lot.

3. Select design consultants (architect and/or landscape architect and contractor) and give each a copy of this document.
4. Submit preliminary plan for review by ACC.
5. Revise if necessary.
6. Submit final plan for review for ACC.
7. Obtain approval letter from ACC, and building permits.
8. Begin construction.
9. Final review before occupancy.

1. **Survey**

One of the first steps in the property owner's site planning process is to obtain a tree and topographical survey from a registered land surveyor. This survey is an important tool in preparation of an environmentally sensitive site plan. The following items must be included on all surveys:

- a. Property lines with bearings and distances
- b. Setbacks and easements
- c. All trees (include size and species) in excess of 8 inches (measured 4 feet above grade) and all clusters of small trees that might influence design
- d. Topographical contour lines (one foot contour intervals)
- e. Existing ditches, drainage ways and drainage structures, wetland boundaries per previous delineations, location of storm sewers, sanitary sewer, water, electric and irrigation connections.
- f. Existing roads, utilities and other improvements
- g. Water edge, water level and top of bank
- h. Location of adjacent houses and features that could influence design
- i. North arrow, scale and title with name and address of legal owner.
- j. Any other information required by Georgia Law to real property surveys.

2. **Preliminary Plan Review**

This step provides the applicant with the opportunity to approach the ACC to receive initial feedback on a proposal before any work has been performed. The preliminary review allows the ACC to further understand the proposed design and to assure compliance with the development philosophy for West Point Plantation. Preliminary plans may be submitted as soon as the design objectives are identified and the owner and consultants are able to arrive at a design and illustrate the basic relationships relative to the site including general architectural form, materials articulation and circulation. Site plans submittals should be prepared as an overlay and shall include the following:

- a. **Site Plan:** At 1" = 20' scale or larger, superimposed over survey plan and illustrating the following:
  - Building plan with exterior walls and roof overhang delineated
  - Entrance areas and decks or terraces including steps or ramps down to grade.
  - Drives, walks, patios, pools, service yards, privacy fences, swimming pools, etc.
  - Proposed drainage and extent of fill to be placed on lot
- b. **Preliminary Floor Plans:** At 1/4" = 1' scale showing the layout of all rooms for all levels (including dimensions) of proposed building.
- c. **Preliminary Elevations:** At 1/4" = 1' scale representing four sides of the proposed structure and illustrating existing/proposed grades and overall height from existing pre-construction grade to highest roof line.
- d. **Preliminary Stakeout:** Before plans can be reviewed the general massing of the building must be staked in the field by identifying all corners of all above grade structures. Trees to be removed must be flagged with surveyor's tape.



### 3. Final Plan Review:

The final review is the procedure that leads to the official written consent by the Architectural Control Committee to commence any construction and clearing of site. Final construction plans shall be submitted after all necessary changes are made on the basis of the preliminary review process. A final stakeout of the entire plan (outline) of the building(s) must be accurately located in the field prior to submitting for final review. The stakeout shall constitute a 2" x 4" wood stake at each corner of the building(s) and raised decks or terraces with stakes connected by a string delineating the entire outline of the structure(s). Two complete sets of final plans and a completed Application for Approval of Residential Construction will be submitted for final approval. When approved one set of plans will be retained by the ACC and the other set will be stamped "Approved", dated, and returned to the applicant.

The following documents and information shall be submitted for final design review:

- a. **Site Plan:** At 1/8" = 1' or an appropriate scale not smaller than 1/20" = 1'. The site plan shall include all pertinent information from the survey required herein as well as show all improvements to the property including:
  - Exterior building walls including raised decks and terraces and edges of roof overhangs.
  - Plans for unconnected buildings and structures, located behind the principal building, may be submitted at this time or by repeating this procedure at a later date.
  - Indicate dimensions and materials for driveway, walks and miscellaneous site pavements.
  - Site utilities including water, sewer, electric and HVAC including meter, transformers and compressor sizes and locations including finished elevation.
  - Limits of construction.
  - Flood elevation statement indicating required finished floor to bottom of structure, which ever prevails.
  - Exterior lighting plan.
- b. **Dimensioned Foundation Plan and Framing Plan:** At 1/4" = 1'-0" scale showing location and sizes of foundations and framing elements including raised decks and terraces.
- c. **Floor Plans:** Prepare at 1/4" = 1'-0" scale showing all levels and containing all information necessary for construction.
- d. **Elevations:** At 1/4" = 1' scale, representing the view of all sides of the building. Indicate existing grade, fill, and label each finished floor elevations. If fences appear in the foreground of an elevation, a second elevation must be presented showing proposed vertical elements beyond the fence line. Graphically depict and label all materials selections for trim, siding, chimney, chimney cap, foundation and entry steps.
- e. **Building Sections:** At 1/4" = 1'-0" scale detailed drawings as necessary for clarification or construction including:
  - Typical wall section
  - Typical decks and railings
  - Typical fence, patio wall or screening detail if appropriate
  - Other features desirable for clarification
- f. **Electrical, Plumbing and Mechanical Plans**
- g. **Building Materials and Colors:** Samples of exterior materials and colors must be submitted to the ACC at the time of the final review for construction. Color selections for siding, trim, roofing, brick, tile, stucco, etc. must be a true representative sample of the finished material. Color chips of siding stain, or stucco finish are not acceptable. Identifiable color chips of paints are acceptable. Collect and label name, manufacturer,

grade, type of finish and proposed application for samples of the proposed exterior site and building materials and finish colors, as follows:

- Pavers
- Exposed aggregate pavement
- Pervious driveway
- Siding
- Roofing (300 lb. Minimum)
- Typical face brick
- Stucco
- Any other material which can be seen from anywhere off the property.

#### Color Samples

- Deck
- Walks
- Exterior lighting fixtures
- Miscellaneous site structures
- Service court walks and fences
- Siding and shutters
- Stucco
- Trim
- Chimney
- Exterior doors
- Provide manufacturer's "cut sheets" or photographs of all outside lights and similar hardware.

h. **Landscape and Irrigation Plan:** It is the objective of the ACC to assure all residents that West Point Plantation will continue to be an attractive place to reside and that the values for property owners will be enhanced. Therefore, the ACC requires that all applicants include a landscape and irrigation plan with their submittals for final review. This plan should graphically illustrate an accurate scale representation of the mature size of the specified trees, shrubs, ground covers and a full design for the irrigation system. This plan should also indicate proposed grading and drainage including all spot grades necessary to insure proper function and construction. Landscape plans are to be prepared at the same scale as the final site plan and should include:

- Variety, size, location and quantity of all plant material
- Types and limits of lawn areas
- Plant list with botanical name, common name, quantity, sizes
- Paving, borders, fences, pools, decks, patios, and retaining walls
- Landscape lighting
- Proposed grading illustrating drainage intent (including structures)
- Any sculpture, fountains, bird baths, decorative structures of any kind
- Types and ratings of sprinkler heads, drip irrigation devices, pipes, meter controls and valves. The cycle times should be presented along with the total amount of water to be used from the metered source.

#### 4. Complete Submission and Final Review:

Any submission that does not include all plans, applications, materials, submittals and any other item required for the final review will not be placed on the agenda until all requirements have been satisfied.

#### 5. Final Review Meeting:

Upon completion of the review of the final design plans and specifications, the ACC will take one of three actions, as follows:

4/25/2003

- a. **Project Acceptance:** Means that all submittals are complete and appear to comply with the West Point Plantation Guidelines. Plans will be stamped "Approved" and dated and an approval letter will be sent to the owner, builder, or architect as appropriate.
- b. **Project Acceptance Subject to Specific Modifications:** Means that the project can qualify for approval provides certain aspects of the design are specifically modified as suggested by the ACC. Upon ACC acceptance of a modified project the plans will be stamped "Approved" and a letter will be sent to the owner, builder or architect as appropriate.

**Approvals shall be dated and shall be effective for a period of 12 months from date of approval. If substantial construction has not been completed within the 12-month period from date of approval, the permit becomes void and the permitting process must start from the beginning to qualify for review.**

- c. **Project Rejection:** Means that the ACC believes the project does not comply with the West Point Plantation Design Guidelines or Covenants. A notice of rejection shall specify the basis for rejection of the design and where appropriate will propose acceptable changes and may return copies of plans with appropriate markings to amplify the ACC comments and recommendations. Plans may be disapproved upon any grounds which are consistent with the objectives of the Covenants or these guidelines including aesthetic considerations.
6. **West Point Plantation Building Permit:**  
After written notice of approval has been received by the owner, a West Point Plantation building permit can be obtained from the WPP office. This permit must be displayed on the job site along with a Glynn County building permit and any other permits required by law. Lot clearing, cutting trees, ground disturbance and construction cannot begin until these permits have been issued and posted.
7. **Completed Construction Review:**  
Upon completion of all construction and landscaping, the dwelling and landscaping will be inspected, a mailbox and post installed by WPP and a certificate of occupancy issued completing the building process.
8. **Improvement Review:**  
Changes or additions to the approved plans that will affect appearance of the approved project or modifications of existing improvements must be submitted to the ACC for review. Presentations must include but may not be limited to the following:
- a. **Letter of Intent:** The applicant should inform the ACC as to the purpose of the improvements and give a general description.
  - b. **Site Plan:** A dimensional plan showing proposed location for improvements.
  - c. **Materials and Color Samples of Exterior Finishes:** Samples along with appropriate description to represent a product's properties may be prepared by manufacturers, contractors, consultants or owners and must be of size, form and durability to be filed until completion of the project.

**D: DEED B: 4215 P: 389**  
06/09/2020 02:26 PM  
0632020006428 Pages: 5 Fees: \$25.00  
Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

Upon recording return to:  
Choate Harris, P.C.  
300 Main Street  
Suite 201  
Saint Simons Island, GA 31522

Clerk: Cross-index to Declaration Recorded  
in Deed Book 1111, Page 345 and prior  
amendment at Deed Book 1171, Page 156

**SECOND AMENDMENT TO  
THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND  
DECLARATION OF RESTRICTIONS, COVENANTS,  
LIMITATIONS, AND EASEMENTS FOR  
WEST POINT PLANTATION,  
WEST POINT DRIVE,  
ST. SIMONS ISLAND, GEORGIA**

Original recorded at Deed Book 1111, Page 345,  
and revision (first amendment) recorded at Deed Book 1171, Page 156

WHEREAS, pursuant to Section 2.2 and Section 3 of THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND DECLARATION OF RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR WEST POINT PLANTATION (the "Declaration"), the Developer, WESTPOINT PLANTATION, LLC, makes the following amendments to the Declaration, noting that all capitalized terms as used in the Declaration shall have the same meaning herein:

1. Phase II of West Point Plantation, as shown and depicted upon a print or plat of survey of said subdivision prepared by Shupe Surveying Company, Inc., and signed by Gary Nevill, Georgia Registered Land Surveyor Number PLS# 2401 and dated December 18, 2019, and recorded May 27, 2020 in the public records of Glynn County, Georgia, at Plat Book 34 Page 478, is hereby submitted to the Declarations.
2. The following clarifying recital paragraph shall be added after the second paragraph and before the third paragraph under the first "WITNESSETH" appearing in the Declarations:

"Any reference herein to "said subdivision" or "West Point Plantation" that is not specific to a particular Phase of West Point Plantation is a reference to all current and possible future phases of West Point Plantation, *to wit*, the land more particularly described as:

ALL that certain lot, tract or parcel of land situate, lying and being in Glynn County, St. Simons Island, Georgia, and being a portion of West Point Plantation as described from the map and plat surveyed for Robert M. Torras,

Sr. and approved by Roger C. Purcell, Georgia Registered Surveyor No. 2435, dated July 21, 1994, and being more particularly described as follows, to-wit: BEGINNING at the iron pin located at the point of intersection of the northeasterly right of way of West Point Drive and the southerly right of way of Flanders Landing, and from said point running North 05° 43' 06" Est for a distance of 668.74 feet to a concrete monument; thence turning and running North 63° 57' 21" East a distance of 441.29 feet to an iron pin; thence turning and running South 52° 00' 43" East for a distance of 256.26 feet to an iron pin; thence turning and running South 50° 40' 52" East for a distance of 2214.25 feet to a concrete monument; thence turning and running South 26° 50' 18" West for a distance of 2907.53 feet to a concrete monument; thence turning and running North 56° 24' 06" West for a distance of 946.72 feet to a concrete monument; thence turning and running North 70° 43' 16" West for a distance of 306.31 feet to a concrete monument; thence turning and running North 69° 11' 18" West for a distance of 49.24 feet to an iron pin. Thence turning and running North 69° 12' 23" West for a distance of 709.99 feet to a concrete monument on the westerly right of way of West Point Drive; thence proceeding in a northerly direction along the easterly right of way of West Point Drive for a distance of 2532.73 feet, more or less, to the iron pin which marks the point of beginning.

For further identification reference is hereby made top said plat of survey approved by Roger C. Purcell dated July 21, 1994."

3. Section 3 of the Declaration is hereby amended by adding after the last sentence of Section 3 the following quoted text:

"Upon the Developer having sold all West Point Plantation lots or the Developer's election to terminate Developer's Special Voting Membership pursuant to Section 43, whichever occurs first, this Declaration may only be amended by an affirmative vote of at least two-thirds of the eligible votes in the Association."

4. Section 4 of the Declaration is deleted in its entirety and replaced with the following quoted text:

"4. (a) Annexation by Declarant. Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of property of West Point Plantation or any adjacent or contiguous properties now owned or hereafter acquired by Declarant (the "Additional Property"). The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the Additional Property or any property located within a five (5) mile radius of the perimeter boundary of

West Point Plantation, and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing an Amendment or Supplemental Declaration in the Public Records describing the property being annexed. Such Amendment or Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Amendment or Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever. Declarant reserves the right to alter any unsold lot as shown upon any plat or any portion thereof, including the right to add or eliminate streets, lanes, easements, ally-ways, open areas, etc., so long as access shall be provided to any lot sold by Developer.

(b) **Withdrawal of Property.** The Declarant reserves the right to amend this Declaration for the purpose of removing any portion of West Point Plantation from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for West Point Plantation. By way of example, and not limitation, of the foregoing, a removal of property for the purpose of (i) adjusting boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the Properties or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting any tracts of land, either designated now or in the future for nonresidential development, from the provisions of this Declaration, shall be deemed as a permissible withdrawal which is not inconsistent with the overall uniform scheme of development. Such amendment shall not require the consent of any person other than the owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal. If the property to be withdrawn is solely owned by the Declarant, then that property may be removed from the coverage of this Declaration for any reason. Once withdrawn, such property shall no longer be included in any reference herein to West Point Plantation unless the amendment to the Declaration effectuating the withdrawal states contrary.”

5. Section 10 is deleted in its entirety and replaced with the following quoted language:

“10. **Setbacks from property lines.** The basic dwelling may not be constructed any closer than twenty (20) feet from the front property line, ten (10) feet from the rear property line, seven-and-a-half (7.5) feet from the side property line, twenty-five (25) feet from the property line adjacent to any lake, twenty-five (25) feet from a garage to side property line when the garage doors are facing the side property line, and any property line on any wetland must follow the State, Federal and/or local government agencies setback guidelines. The minimum set back from said lines shall be measured from the nearest building line or any wall, roof, overhang or appurtenance to the structure except for garages that are next to the house and entered between the house and the garage. These garages may be fifteen (15) feet from the property line. Another exception will be garages and other buildings that may be located behind the house. These structures may be seven (7) feet from side property lines, twenty (20) feet from property lines on streets, or ten (10) feet from rear property lines.”

6. Figure 1, which appears in the June 27, 2003 recordation at Deed Book 1171 Page 352 (at page 6 of those Declarations, entitled “Figure 1. Setbacks”) is deleted in its entirety.

7. Section 22 is deleted in its entirety and replaced with the following quoted language:

“22. **Antennas and Satellite Dishes.** Satellite dishes are permitted within the Development. All Satellite dishes shall have a maximum diameter of 1 meter. Satellite dishes shall be mounted behind the front line of the dwelling and in a location not visible from any street and landscaped on all sides. The location of any satellite dish must be submitted to the ARB for review prior to installation for approval.”

8. Section 38 is deleted in its entirety and replaced with the following quoted language:

“38. **Prohibited Vehicle Operation.** No all-terrain vehicles (ATVs) or motorized two (2) or three (3) wheeled vehicles, other than carts, are to be operated on the property at any time. Sidewalks are limited to use by pedestrians and foot pedal propelled bicycles and wheelchairs only.”

9. Section 41 is amended by adding after the last sentence of Section 41 the following quoted text:

“The Association Assessments shall be allocated among the lots as follows: each lot shall be assessed a fractional share of the total Association Assessments, such share being the assessment amount multiplied by the

fraction resulting from dividing one by the total number of non-Developer-owned lots in the subdivision.”

10. Section 43 of the Declaration is hereby amended by adding after the last sentence of Section 43 the following quoted text:

“So long as any lot in West Point Plantation remains owned by Developer, and Developer has not yet elected to discontinue the Special Voting Membership, the Developer is a *de facto* member of the Association.”

11. Section 44 is amended by adding after last sentence of subsection (e) of Section 44 the following quoted text:

“The Bylaws of the Association may be amended by a majority vote of the then-serving Board of Directors. So long as any lot in West Point Plantation remains owned by Developer, and Developer has not yet elected to discontinue the Special Voting Membership, the Developer may, as an exercise of its Special Voting Membership, elect three separate representatives of Developer as the three Board members of the Association.”

IN WITNESS THEREOF, the Developer, WESTPOINT PLANTATION, LLC, has caused this instrument to be executed by its duly authorized officer as of this 1<sup>st</sup> day of June, 2020.

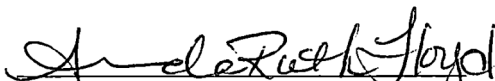
WESTPOINT PLANTATION, LLC



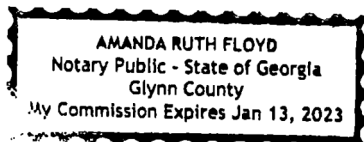
BY: Deborah J. Torras  
ITS: Managing Member

Signed, sealed and delivered  
This 1<sup>st</sup> day of June, 2020

  
Unofficial Witness

  
Notary Public, Glynn County, Georgia  
My Commission Expires: 2023

(Notarial Seal)





Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

Upon recording return to:  
Choate Harris, P.C.  
300 Main Street, Suite 201  
Saint Simons Island, GA 31522

Clerk: Cross-index to Declaration Recorded  
in Deed Book 1111, Page 345

**THIRD AMENDMENT TO  
THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND  
DECLARATION OF RESTRICTIONS, COVENANTS,  
LIMITATIONS, AND EASEMENTS FOR  
WEST POINT SSI (f/k/a WEST POINT PLANTATION),  
WEST POINT DRIVE,  
ST. SIMONS ISLAND, GEORGIA**

Original recorded at Deed Book 1111, Page 345,  
and revision (first amendment) recorded at Deed Book 1171, Page 156,  
Second Amendment recorded at Deed Book 4215, Page 389.

WHEREAS, pursuant to Section 2.2 and Section 3 of THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND DECLARATION OF RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR WEST POINT PLANTATION (the "Declaration"), the Developer, WESTPOINT PLANTATION, LLC ("Developer"), makes the following amendments to the Declaration ("Third Amendment"), noting that all capitalized terms as used in the Declaration shall have the same meaning herein. This Third Amendment shall not apply to houses in Phase I that have already been constructed.

1. The name of the property owner's association, West Point Plantation Property Owners Assoc., Inc. is hereby changed to West Point SSI POA, Inc.
2. The name of the area referred to in the Declarations or any governing document of West Point SSI, POA, Inc. as the "subdivision" or "West Point Plantation" or any Phase thereof is changed from West Point Plantation to West Point SSI. This does not change any legal descriptions or plats previously referenced in the Declarations or any amendments thereto, but simply allows such property to be referred to as "West Point SSI" instead of "West Point Plantation." The legal description of the area to be known henceforth as West Point SSI is as follows:

ALL that certain lot, tract or parcel of land situate, lying and being in Glynn County, St. Simons Island, Georgia, and being a portion of West Point Plantation as described from the map and plat surveyed for Robert M. Torras, Sr. and approved by Roger C. Purcell, Georgia Registered Surveyor No. 2435, dated July 21, 1994, and being more particularly described as follows, to-wit: BEGINNING at the iron pin located at the point of intersection of the

northeasterly right of way of West Point Drive and the southerly right of way of Flanders Landing, and from said point running North 05° 43' 06" Est for a distance of 668.74 feet to a concrete monument; thence turning and running North 63° 57' 21" East a distance of 441.29 feet to an iron pin; thence turning and running South 52° 00' 43" East for a distance of 256.26 feet to an iron pin; thence turning and running South 50° 40' 52" East for a distance of 2214.25 feet to a concrete monument; thence turning and running South 26° 50' 18" West for a distance of 2907.53 feet to a concrete monument; thence turning and running North 56° 24' 06" West for a distance of 946.72 feet to a concrete monument; thence turning and running North 70° 43' 16" West for a distance of 306.31 feet to a concrete monument; thence turning and running North 69° 11' 18" West for a distance of 49.24 feet to an iron pin. Thence turning and running North 69° 12' 23" West for a distance of 709.99 feet to a concrete monument on the westerly right of way of West Point Drive; thence proceeding in a northerly direction along the easterly right of way of West Point Drive for a distance of 2532.73 feet, more or less, to the iron pin which marks the point of beginning.

For further identification reference is hereby made top said plat of survey approved by Roger C. Purcell dated July 21, 1994.

3. The text of Section 29 Wells and Drilling of the Declaration is deleted in its entirety and replaced with the following quoted text:

**"29. Wells and Drilling.** No oil drilling or mining shall be permitted upon any lot or under any lot. Nor shall any tanks, tunnels, derricks, or other structures in conjunction therewith be used, permitted, or maintained upon any lot. Owners may drill or operate a private well for irrigation water with written approval from the ACC."

4. The text of Section 31 Irrigation Water of the Declaration is deleted in its entirety and replaced with the following quoted text:

**"31. Irrigation Water.** Irrigation water is not for potable usage."

5. The second sentence of the third paragraph of Section 41 Association Assessments of the Declaration is deleted in its entirety and replaced with the following quoted text:

**"The Developer shall pay association assessments for lots in Phases brought under this Declaration (whether originally included or added as Additional Property) during such time that Developer owns such lots and such lots are subject to this Declaration as original or Additional Property."**

6. The first sentence of the fourth paragraph of Section 41 Association Assessments of the Declaration is deleted in its entirety and replaced with the following quoted text:

“The association shall have the right and the duty to levy and assess fees against each lot in the subdivision that is a part of a Phase brought under this Declaration.”

7. The following quoted text is added immediately following the end of the text of Section 44 Member’s Rights in Common Areas and Enjoyment:

“45. *Pool & Clubhouse Rules.*

NO LIFEGUARD ON DUTY. The Homeowner accepts the risks related to the use of the Pool and Clubhouse facility (“Facility”). West Point SSI POA, Inc. (“POA”) is totally responsible for the operation and maintenance of the Facility and all related costs. The season, days, and hours of use and rules and regulations for the use of the Facility, which may be amended by a majority vote of the Board of the POA, are posted at the Facility and a copy of same is available upon written request to the principal office address of the POA as listed with the Georgia Secretary of State at the time of such request.”

8. The Master Design and Construction Guidelines for Architecture, Site Planning and Landscaping which are recorded as part of the Declaration at Deed Book 1171 Pages 189-214 (“Design Guidelines”) are hereby amended by deleting the text of last paragraph of Section I. INTRODUCTION, which paragraph appears immediately below the heading “Basic Home Requirements,” and replacing it with the following quoted text:

“Each lot shall have only one single family home of at least 2000 heated square feet (if a two-story house, at least 1,500 square feet on first floor) with a minimum two car garage as part of the main building or attached by a covered passageway and, in either case, not facing any street. There must be a concrete or paver driveway from the street to the garage with parking and/or turning area for two cars. The house must have a minimum of three bedrooms, each with private full bath, or two bedrooms connected by a full bath. There must be a minimum ceiling height of nine (9) feet on first floor. Design, house placement on lot, setbacks, landscape design, construction materials, and other requirements will be found in this document. Preassembled homes constructed off site to be assembled on site are not allowed. Air conditioner window units are not allowed.”

9. The Design Guidelines are hereby amended by deleting the text of Section II.(A)(1) Foundations and replacing it with the following quoted text:

“Concrete floor slabs with integral perimeter footings placed on fill dirt are permitted only when the lowest inhabited floor level is elevated to a minimum of nine feet (9’) above mean sea level (“MSL”), or one foot over the most recent FEMA-approved level at West Point SSI as of the date of permit pulling for such construction, whichever is a higher elevation. A raised foundation with

“crawl space” is often desired. The enclosure of this foundation must receive the same careful attention to detail and finishes as the main portion of the house. Concrete block foundations are to be finished in stucco, tabby or brick. Wooden pilings are to be cased in wood. Exposed round pilings are not appropriate. Open areas under elevated homes shall be screened on all sides with lattice, louvers, siding or some other appropriate architectural treatment. (See Figure 1)”

10. The Design Guidelines are hereby amended by deleting the text of Section II.(A)(3)(a) Exterior Wall Finishes, Materials and replacing it with the following quoted text:

“At West Point SSI, the exterior wall surfaces shall be wood, Hardie type product, stucco, or tabby (oyster shell exposed in concrete). Another material may be used as an exterior wall treatment provided the ACC approves the selection.”

11. The Design Guidelines are hereby amended by deleting the text of Section II.(A)(4) Windows, Dormers, Shutters and Doors and replacing it with the following quoted text:

“Proportions of windows should be in scale with the house and be located to enhance both the exterior appearance and interior light quality. Window frames are to be anodized aluminum with painted finish, vinyl, or another product approved by the ACC. Unpainted metal finishes are not permitted.

All exterior doors shall be solid wood, fiberglass, metal, or another material approved by the ACC. All windows shall be of a material and style approved by the ACC. (See Figure 2). Some common dormer, shutters and door types are illustrated in Figure 3.”

12. The Design Guidelines are hereby amended by deleting the text of the last sentence of Section II.(A)(5) Roofs and replacing it with the following quoted text:

“All flashing is to be copper or aluminum, except in the case of a metal roof where the flashing must be the same color as the roof, or materials approved by the ACC.”

13. The Design Guidelines are hereby amended by deleting the text of the fifth sentence of Section II.(B)(2) Hedges, Fence and Walls and replacing it with the following quoted text:

“Hedges, fences, and walls must not extend past the front of house and must clear property lines by six inches (6 in.) on the sides except where a single means of separation is agreed upon in writing by adjoining property owners.”

14. The Design Guidelines are hereby amended by adding to the end of the list in Section II.(C), Approved Plant List (6) Ground Cover the following quoted text:

“Trachelospermum Asiaticum - Asiatic Jasmine”

15. The Design Guidelines are hereby amended by deleting the text of Section II.(F) Mailboxes and House Numbers and replacing it with the following quoted text:

“A standardized mailbox and post with house numbers must be installed upon the Completed Construction review prior to occupancy of the home.”

16. The Design Guidelines are hereby amended by deleting the text of list item 4 of Section III.(A) and replacing it with the following quoted text:

- “4. Submit \$2,000 refundable builder’s deposit.
- 5. Submit \$2,500 refundable landscape deposit.
- 6. Begin construction.”

17. The Design Guidelines are hereby amended by deleting the text of list items 4 and 5 of Section III.(B) and replacing them with the following quoted text:

- “4. **Cable Television:** Underground cables are available to homeowners through arrangements made by owner with Xfinity and/or ATT.
- 5. **Telephone Service:** Underground cables are available to homeowners through arrangements made by owner with Xfinity and/or ATT.”

18. The Design Guidelines are hereby amended by deleting the text of list items f. and g. of Section III.(C) and replacing them with the following quoted text:

- “f. *Reserved.*
- g. *Reserved.*”

IN WITNESS THEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of this 21<sup>st</sup> day of January, 2021.

WESTPOINT PLANTATION, LLC

[Signature]  
BY:  
ITS: Managing Partner

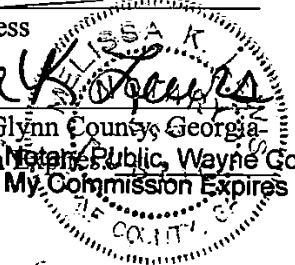
Signed, sealed and delivered  
This 21<sup>st</sup> day of January 2021

[Signature]

Unofficial Witness

[Signature]

Notary Public, Glynn County, Georgia  
My Commission Expires June 8, 2024  
Notary Public, Wayne County, Georgia (Seal)  
My Commission Expires June 8, 2024



*AFTER RECORDING RETURN TO:*  
Gilbert, Harrell, Sumerford & Martin, P.C.  
777 Gloucester Street, Suite 200  
Brunswick, GA 31520

Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

**STATE OF GEORGIA  
COUNTY OF GLYNN**

Book

**CROSS-REFERENCE TO: Deed Book 1111, Page 345, Deed**

**1171, Page 156, and Deed Book 4215, Page 389**

**FOURTH AMENDMENT TO  
THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND  
DECLARATION OF  
RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR  
WEST POINT PLANTATION,  
ST. SIMONS ISLAND, GEORGIA**

WHEREAS, Westpoint Plantation, LLC (the "Developer") executed and recorded that certain Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation (the "Declaration") recorded on April 17, 2003, in Deed Book 1111, Page 345, in the Office of the Clerk of Superior Court of Glynn County, Georgia (the "Clerks Office"); and

WHEREAS, the Declaration was revised by that certain Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation – Revised May 22, 2003 (the "Revised Declaration") recorded on June 27, 2003, in Deed Book 1171, Page 156, aforesaid records; and

WHEREAS, the Declaration, as Revised, was amended by that certain Second Amendment to Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation (the "Second Amendment") recorded on June 9, 2020, in Deed Book 4215, Page 389, aforesaid records; and

WHEREAS, the Declaration, as Revised, was amended by that certain Third Amendment to Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and

Easements for West Point Plantation (the "Third Amendment") recorded on January 21, 2021, in Deed Book 4374, Page 212, aforesaid records; and

WHEREAS, pursuant to Section 2.2 and Section 3 of Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation, the Developer, WESTPOINT PLANTATION, LLC, makes the following amendment to the Declaration:

1. Phase I of West Point Plantation, as shown on that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated February 25, 2021, and recorded in Plat Book 35, Page 178, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF: LOTS 165 & 168, PHASE I, WEST POINT PLANTATION" as ALL OF LOTS ONE HUNDRED SIXTY-FIVE (165) AND ONE HUNDRED SIXTY-EIGHT (168) WEST POINT PLANTATION, PHASE I, is hereby submitted to the Declaration.

The definitions of the words contained in the Declaration shall have the same meaning as the words contained herein.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed and sealed, on the 22 day of April, 2021.

Signed, sealed and delivered  
on the 22 day of April,  
2021 in the presence of:

Marcia Harvey  
Unofficial Witness

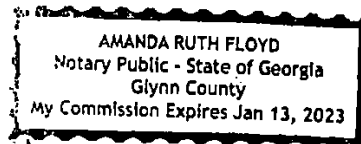
Amanda Ruth Floyd  
Notary Public

[NOTARY SEAL]

My Commission Expires: Jan 13, 2023

WESTPOINT PLANTATION, LLC

BY: D. B. Pietsch  
Name: Daren B. Pietsch  
Title: Authorized Agent



D: DEED B: 4668 P: 127

04/14/2022 10:03 AM

0632022005068 Pages: 2 Recording Fee: \$25.00

Ronald M. Adams

Clerk of Superior Court, Glynn County, GA

**After Recording Return To:**

Taylor, Odachowski, Schmidt & Crossland, LLC  
300 Oak Street, Ste. 200  
St. Simons Island, Georgia 31522

**CROSS-REFERENCE TO:**

DEED BOOK 1111, PAGE 345; DEED  
BOOK 1171, PAGE 156; DEED BOOK 4215,  
PAGE 389 AND DEED BOOK 4437, PAGE  
319.

**STATE OF GEORGIA**

**COUNTY OF GLYNN**

**FIFTH AMENDMENT TO  
THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND  
DECLARATION OF  
RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR  
WEST POINT PLANTATION,  
ST. SIMONS ISLAND, GEORGIA**

**WHEREAS**, Westpoint Plantation, LLC (the "Developer") executed and recorded that certain Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitation, and Easements for West Point Plantation (the "Declaration") recorded on April 17, 2003, in Deed Book 1111, page 345, in the Office of the Clerk of Superior Court of Glynn County, Georgia (the "Clerks Office"); and

**WHEREAS**, the Declaration was revised by that certain Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation - Revised May 22, 2003 (the "Revised Declaration") recorded on June 27, 2003 in Deed Book 1171, page 156, aforesaid records; and

**WHEREAS**, the Declaration, as Revised, was amended by that certain Second Amendment to Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation (the "Second Amendment") recorded on June 9, 2020, in Deed Book 4215, page 389, aforesaid records; and

**WHEREAS**, the Declaration, as Revised, was amended by that certain Third Amendment to Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations and Easements for West Point Plantation (the "Third Amendment") recorded on January 21, 2021 in Deed Book 4374, page 212, aforesaid records;

**WHEREAS**, the Declaration, as Revised was amended by that certain Fourth Amendment to the Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations and Easements for West Point Plantation (the "Fourth Amendment") recorded on May 3, 2021, in Deed Book 4437, page 319, aforesaid records; and



**WHEREAS**, pursuant to Section 2.2 and Section 3 of Property Owner's Protective Document and Declaration of Restrictions, Covenants, Limitations, and Easements for West Point Plantation, the Developer, Westpoint Plantation, LLC, makes the following amendment to the Declaration:

1. Phase II A of West Point Plantation, as shown on that certain plat of survey by Shupe Surveying Company, LLC certified by Gary R. Nevill, GRLS No. 2401, dated, dated February 24, 2022, and last revised on March 1, 2022 and recorded in Plat Book 36, page 419, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF: LOTS 110, 170, & 197, PHASE II A, WEST POINT PLANTATION" as ALL OF LOTS ONE HUNDRED TEN (110), AND ONE HUNDRED SEVENTY (170), AND ONE HUNDRED NINETY SEVEN (197), WEST POINT PLANTATION, PHASE II A, is hereby submitted to the Declaration.

The definitions of the words contained in the Declaration shall have the same meaning as the words contained herein.

**IN WITNESS WHEREOF**, this Amendment to Declaration has been signed and sealed, on the 14 day of April, 2022.

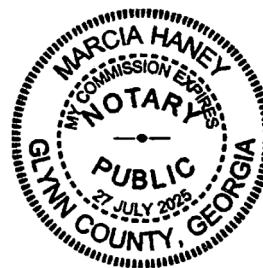
**WESTPOINT PLANTATION, LLC**

Signed, sealed and delivered  
on the 14<sup>th</sup> day of April, 2022  
in the presence of:

BY: D B Pietsch  
Daren B. Pietsch  
Title: Authorized Agent

[Signature]  
Unofficial Witness

Marcia Haney  
Notary Public



Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

Upon recording return to:  
Choate Harris, P.C.  
300 Main Street, Suite 201  
Saint Simons Island, GA 31522

Clerk: Cross-index to Declaration Recorded  
in Deed Book 1111, Page 345

**SIXTH AMENDMENT TO  
THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND  
DECLARATION OF RESTRICTIONS, COVENANTS,  
LIMITATIONS, AND EASEMENTS FOR  
WEST POINT SSI (f/k/a WEST POINT PLANTATION),  
WEST POINT DRIVE,  
ST. SIMONS ISLAND, GEORGIA**

Original recorded at Deed Book 1111, Page 345,  
and revision (first amendment) recorded at Deed Book 1171, Page 156,  
Second Amendment recorded at Deed Book 4215, Page 389,  
Third Amendment recorded at Deed Book 4374, Page 212,  
Fourth Amendment recorded at Deed Book 4437, Page 319,  
Fifth Amendment recorded at Deed Book 4668, Page 127.

WHEREAS, pursuant to Section 3 of THE PROPERTY OWNER'S PROTECTIVE DOCUMENT AND DECLARATION OF RESTRICTIONS, COVENANTS, LIMITATIONS, AND EASEMENTS FOR WEST POINT PLANTATION (the "Declaration"), the Developer, WESTPOINT PLANTATION, LLC ("Developer"), makes the following amendments to the Declaration ("Third Amendment"), noting that all capitalized terms as used in the Declaration shall have the same meaning herein.

1. The text of Section 12 is deleted in its entirety and replaced with the following quoted text:

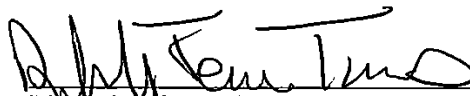
**"12. *Subdivision or Combination of Property.*** No lot(s) may be combined or subdivided. If a property owner owns two adjacent lots, and the owner wishes to apply setback requirements as they would exist had the two lots been combined into one, the owner may, but only if the owner only builds one single family residence total on the two lots. The owner acknowledges that this fictional combination is only as to determining setback requirements, and that the owner continues to be responsible for all assessments and other obligations under the Declaration for both individual lots."

2. The last sentence of Section 41 is deleted in its entirety and replaced with the following quoted text:

“The Association Assessments shall be allocated among the lots as follows: each lot shall be assessed a fractional share of the total Association Assessments, such share being the assessment amount multiplied by the fraction resulting from dividing one by the total number of lots in Phases brought under this Declaration (whether originally included or added as Additional Property).”

IN WITNESS THEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of this 13 day of June, 2022.

WESTPOINT PLANTATION, LLC





BY (printed name):

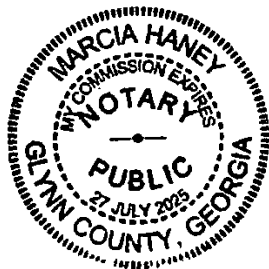
ITS (title):

Deborah Jean Torres  
Managing Member

Signed, sealed and delivered  
This 13<sup>th</sup> day of June, 2022

  
Unofficial Witness

  
Notary Public, Glynn County, Georgia  
My Commission Expires: 27 July 2025 (Notarial Seal)



Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

Upon recording, please return to:  
Hunter, Maclean, Exley & Dunn P.C.  
455 Sea Island Road  
St. Simons Island, Georgia 31522

STATE OF GEORGIA  
COUNTY OF GLYNN

Cross-reference:  
Deed Book 1111, Page 345  
Deed Book 1171, Page 156

**NOTICE OF WITHDRAWAL OF PROPERTY  
AND DESIGNATION AS ADDITIONAL PROPERTY**

THIS NOTICE OF WITHDRAWAL OF PROPERTY AND DESIGNATION AS ADDITIONAL PROPERTY (“**Notice of Withdrawal**”) is made as of the 31<sup>st</sup> day of December, 2022 (the “**Withdrawal Date**”) by West Point Plantation, LLC, a Georgia limited liability company (“**Declarant**”).

**W I T N E S S E T H**

WHEREAS, the Property Owner’s Protective Document and Declaration of Restrictions, Covenants, Limitations and Easements for West Point SSI (formerly known as West Point Plantation) was originally recorded and amended as follows in the office of the Clerk of Superior Court of Glynn County, Georgia:

- A. Original recorded on April 17, 2003 at Deed Book 1111, Page 345;
- B. Revised version (considered a first amendment) recorded on June 27, 2003, at Deed Book 1171, Page 156;
- C. Second Amendment recorded on June 9, 2020 at Deed Book 4215, Page 389;
- D. Third Amendment recorded on February 5, 2021 at Deed Book 4374, Page 212;
- E. Fourth Amendment recorded on May 3, 2021 at Deed Book 4437, Page 319;
- F. Fifth Amendment recorded on April 14, 2022 at Deed Book 4668, Page 127; and
- G. Sixth Amendment recorded on June 14, 2022 at Deed Book 4701, Page 200.

(A. through G. above referred to collectively as the “**West Point Declaration**”) (capitalized terms used but not defined in this Notice of Withdrawal have the meaning given to them in the West Point Declaration).

WHEREAS, the real property described on Exhibit “A” (the “**Withdrawn Property**”) and other real property was included within West Point Plantation as stated in the Second Amendment to the West Point Declaration; and

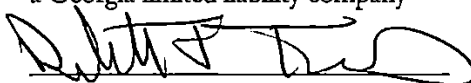
WHEREAS, Declarant is the owner of the Withdrawn Property and by this Notice of Withdrawal desires to withdraw and remove it from the coverage of the West Point Declaration pursuant to the authority reserved to Declarant in Section 4(b) of the West Point Declaration.

NOW THEREFORE, pursuant to the West Point Declaration, Declarant hereby withdraws and removes the Withdrawn Property from the coverage and encumbrance of the West Point Declaration. As of the date of the Withdrawal Date, the Withdrawn Property is not included in the reference to “said subdivision” or “West Point Plantation” or “West Point SSI” in the West Point Declaration, and is not subject to the restrictions, covenants, limitations, easements and other matters set forth in the West Point Declaration. Declarant intends for the Withdrawn Property to be part of the Additional Property as that term is defined in Section 4(a) of the West Point Declaration, which may be subjected to the West Point Declaration in the future, as stated in Section 4(a) of the West Point Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal  
as of the Withdrawal Date.

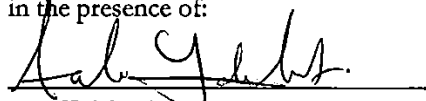
WEST POINT PLANTATION, LLC,  
a Georgia limited liability company



By: Deborah Torras  
Its: Authorized Signatory

(Seal)

Signed, sealed, and delivered  
in the presence of:



Unofficial Witness



Notary Public

(Notary Seal)



EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, being more particularly described below as Parcel One less and except Tracts A-H, as follows:

**PARCEL ONE**

All that certain lot, tract or parcel of land situate, lying and being in Glynn County, St. Simons Island, Georgia, and being a portion of West Point Plantation as described from the map and plat surveyed for Robert M. Torras, Sr. and approved by Roger C. Purcell, Georgia Registered Surveyor No. 2435, dated July 21, 1994, and being more particularly described as follows, to-wit: BEGINNING at the iron pin located at the point of intersection of the northeasterly right of way of West Point Drive and the southerly right of way of Flanders Landing, and from said point running North 05° 43' 06" East for a distance of 668.74 feet to a concrete monument; thence turning and running North 63° 57' 21" East for a distance of 441.29 feet to an iron pin; thence turning and running South 52° 00' 43" East for a distance of 256.26 feet to an iron pin; thence turning and running South 50° 40' 52" East for a distance of 2214.25 feet to a concrete monument; thence turning and running South 26° 50' 18" West for a distance of 2907.53 feet to a concrete monument; thence turning and running North 56° 24' 06" West for a distance of 946.72 feet to a concrete monument; thence turning and running North 70° 43' 16" West for a distance of 306.31 feet to a concrete monument; thence turning and running North 69° 11' 18" West for a distance of 49.24 feet to an iron pin; thence turning and running North 69° 12' 23" West for a distance of 709.99 feet to a concrete monument on the westerly right of way of West Point Drive; thence proceeding in a northerly direction along the easterly right of way of West Point Drive for a distance of 2532.73 feet, more or less, to the iron pin which marks the point of beginning.

For further identification reference is hereby made to said plat of survey approved by Roger C. Purcell dated July 21, 1994.

LESS AND EXCEPT THE FOLLOWING TRACTS A-H:

**TRACT A**

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as all of lots 157, 158, 159, 160, 161, 162, 163, 164, 166, 167, 169, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, and 186, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

### **TRACT B**

All that certain lot, tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as the parcel bordered on the west by Manley Street and on the east by Robertson Circle, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

### **TRACT C**

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary Nevill, GRLS No. 2401, dated February 25, 2021, and recorded in Plat Book 35, Page 178, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF: LOT 165, PHASE I, WEST POINT PLANTATION" as all of lots 165 and 168, West Point Plantation, Phase I.

### **TRACT D**

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated December 12, 2019, and recorded in Plat Book 34, Page 478, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF: PHASE II, WEST POINT PLANTATION" as all of lots 111, 112, 113, 114, 115, 116, 126, 127, 128, 151, 152, 155, 156, and 188, West Point Plantation, Phase II.

Reference is hereby made to said plat and to the record thereof for further purposes of description and identification of said real property and for all other purposes.

### **TRACT E**

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated March 8, 2022, and recorded in Plat Book 35, Page 419, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 110, 170 AND 197, PHASE IIA, WEST POINT PLANTATION" as all of lots 110, 170 and 197, West Point Plantation, Phase II.



#### **TRACT F**

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, PLS No. 2401, dated December 5, 2022, and recorded in Plat Book 36, Page 160, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 236 & 237, PHASE IIA, WEST POINT PLANTATION" as all of lots 236 and 237, West Point Plantation, Phase IIA.

#### **TRACT G**

All streets, roads and rights-of-ways situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION", as all of West Point Plantation Parkway, Wall Street, Manley Street, and Robertson Circle.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

#### **TRACT H**

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 25, GLYNN COUNTY, ST. SIMONS ISLAND, GEORGIA, AS SHOWN ON A PLAT BY SHUPE SURVEYING COMPANY, P.C. AND CERTIFIED BY GARY R. NEVILL, GEORGIA PLS# 2401, TITLED "PRELIMINARY PLAT OF: PHASE III AND IV, WEST POINT PLANTATION", DATED 10/22/19 AND LAST REVISED ON 7/22/21 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHERLY ENTRANCE TO WEST POINT PLANTATION (SUBDIVISION), SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY AND THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE, PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE SOUTH 14 DEGREES 15 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 166.73 FEET TO THE POINT OR PLACE OF BEGINNING; THENCE PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 44 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 66 DEGREES 41 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 98.99 FEET TO A POINT; THENCE NORTH 70 DEGREES 24 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 115.76 FEET TO A POINT; THENCE SOUTH 70 DEGREES 23 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 100.04 FEET TO A POINT; THENCE SOUTH 62 DEGREES 57 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 151.59 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 28.95 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF

NORTH 25 DEGREES 25 MINUTES 38 SECONDS WEST, AND A CHORD LENGTH OF 26.49 FEET) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 11.65 FEET, (SAID CURVE HAVING A RADIUS OF 243.00 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 16 MINUTES 21 SECONDS EAST, AND A CHORD LENGTH OF 11.64 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 6.47 FEET TO A POINT; THENCE SOUTH 73 DEGREES 56 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 40.11 FEET TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 21.81 FEET TO A POINT; THENCE PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.04 FEET, (SAID CURVE HAVING A RADIUS OF 20.80 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 36 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 28.24 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 07 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 36.83 FEET TO A POINT; THENCE SOUTH 63 DEGREES 48 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 85.38 FEET TO A POINT; THENCE SOUTH 54 DEGREES 41 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 39.73 FEET TO A POINT; THENCE SOUTH 61 DEGREES 52 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 28.44 FEET TO A POINT; THENCE SOUTH 46 DEGREES 45 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 27.84 FEET TO A POINT; THENCE SOUTH 34 DEGREES 32 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 61.07 FEET TO A POINT; THENCE SOUTH 35 DEGREES 22 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 30.57 FEET TO A POINT; THENCE SOUTH 06 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 82.01 FEET TO A POINT; THENCE SOUTH 20 DEGREES 49 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 88.68 FEET TO A POINT; THENCE SOUTH 33 DEGREES 06 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.47 FEET TO A POINT; THENCE SOUTH 19 DEGREES 11 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 150.05 FEET TO A POINT; THENCE SOUTH 28 DEGREES 16 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 71.23 FEET TO A POINT; THENCE SOUTH 23 DEGREES 29 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 71.74 FEET TO A POINT; THENCE SOUTH 26 DEGREES 29 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 93.82 FEET TO A POINT; THENCE SOUTH 24 DEGREES 18 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 156.70 FEET TO A POINT; THENCE SOUTH 23 DEGREES 50 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 127.54 FEET TO A POINT; THENCE NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 108.69 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.93 FEET, (SAID CURVE HAVING A RADIUS OF 20.90 FEET, A CHORD BEARING OF SOUTH 21 DEGREES 52 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 28.91 FEET) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 80.99 FEET TO A POINT; THENCE THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE

TURNING TO THE LEFT AN ARC LENGTH OF 30.28 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 70 DEGREES 58 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 27.47 FEET) TO A POINT; THENCE NORTH 64 DEGREES 23 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 208.01 FEET TO A POINT; THENCE NORTH 43 DEGREES 03 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 60.97 FEET TO A POINT; THENCE NORTH 37 DEGREES 21 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 88.57 FEET TO A POINT; THENCE NORTH 18 DEGREES 18 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 106.82 FEET TO A POINT; THENCE NORTH 64 DEGREES 17 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE THE FOLLOWING COURSES AND DISTANCES: NORTH 25 DEGREES 42 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 517.87 FEET TO A 1/2" IRON REBAR; THENCE NORTH 14 DEGREES 15 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 255.45 FEET TO THE POINT OR PLACE OF BEGINNING. SAID PARCEL HAVING AN AREA OF 13.811 ACRES.

D: DEED B: 4784 P: 337  
01/18/2023 09:27 AM  
0632023000487 Pages: 4 Recording Fee: \$25.00

Ronald M. Adams  
Clerk of Superior Court, Glynn County, GA

Upon recording, please return to:  
Hunter, Maclean, Exley & Dunn P.C.  
455 Sea Island Road  
St. Simons Island, Georgia 31522

STATE OF GEORGIA  
COUNTY OF GLYNN

Cross-reference:  
Deed Book 1111, Page 345  
Deed Book 1171, Page 156

#### NOTICE OF ANNEXATION OF PROPERTY

THIS NOTICE OF ANNEXATION OF PROPERTY (“**Notice of Annexation**”) is made as of the 31<sup>st</sup> day of December, 2022 (the “**Annexation Date**”) by West Point Plantation, LLC, a Georgia limited liability company (“**Declarant**”).

#### WITNESSETH

WHEREAS, the Property Owner’s Protective Document and Declaration of Restrictions, Covenants, Limitations and Easements for West Point SSI (formerly known as West Point Plantation) was originally recorded and amended as follows in the office of the Clerk of Superior Court of Glynn County, Georgia:

- A. Original recorded on April 17, 2003 at Deed Book 1111, Page 345;
- B. Revised version (considered a first amendment) recorded on June 27, 2003, at Deed Book 1171, Page 156;
- C. Second Amendment recorded on June 9, 2020 at Deed Book 4215, Page 389;
- D. Third Amendment recorded on February 5, 2021 at Deed Book 4374, Page 212;
- E. Fourth Amendment recorded on May 3, 2021 at Deed Book 4437, Page 319;
- F. Fifth Amendment recorded on April 14, 2022 at Deed Book 4668, Page 127; and
- G. Sixth Amendment recorded on June 14, 2022 at Deed Book 4701, Page 200.

(A. through G. above referred to collectively as the “**West Point Declaration**”) (capitalized terms used but not defined in this Notice of Annexation have the meaning given to them in the West Point Declaration).

4854-3237-0248

WHEREAS, the real property described on Exhibit "A" (the "Annexed Property") as part of Phase II is included within West Point SSI as provided in the Second Amendment to the West Point Declaration;

WHEREAS, Declarant is the owner of the Annexed Property and caused two "Lots" to be created as shown on the plat of survey entitled "EXPEDITED PLAT OF: LOTS 236 & 237, PHASE IIA, WEST POINT PLANTATION" prepared Gary R. Nevill, Georgia Professional Land Surveyor No. 2401, Shupe Surveying Company, P.C., dated December 5, 2022 in Plat Book 36, Page 160, Glynn County, Georgia records; and

WHEREAS, Declarant desires to expressly designate Lot 236 and Lot 237 each as a "Lot" within West Point SSI subject to coverage by the West Point Declaration.

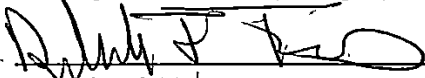
NOW THEREFORE, pursuant to the West Point Declaration, Declarant annexes and submits the Annexed Property to the West Point Declaration, designating each of Lot 236 and Lot 237 as a "Lot" under the West Point Declaration.

[Signature Page Follows]

4854-3237-0248

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed under seal  
as of the Annexation Date.

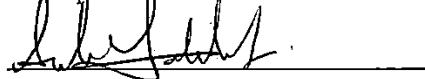
WEST POINT PLANTATION, LLC,  
a Georgia limited liability company



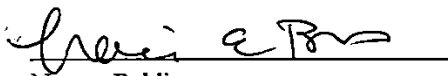
By: Deborah Torras  
Its: Authorized Signatory

(Seal)

Signed, sealed, and delivered  
in the presence of:

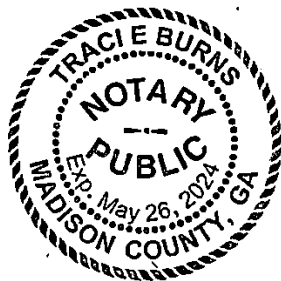


Unofficial Witness



Notary Public

(Notary Seal)



4854-3237-0248

EXHIBIT "A"

LEGAL DESCRIPTION – ANNEXED PROPERTY

All of those certain lots, tracts or parcels of land situate, lying and being in the 25<sup>th</sup> G.M.D. on St. Simons Island, in Glynn County, Georgia, shown as Lot 236 and Lot 237 and described on that certain plat of survey entitled "EXPEDITED PLAT OF: LOTS 236 & 237, PHASE IIA, WEST POINT PLANTATION" prepared Gary R. Nevill, Georgia Professional Land Surveyor No. 2401, Shupe Surveying Company, P.C., dated December 5, 2022 and recorded in Plat Book 36, Page 160, Glynn County, Georgia records.

Reference is hereby made to said plat and to the record thereof for further purposes of description and identification of said real property and for all other purposes.

4854-3237-0248