

C. Dan Blackshear Jr.
P.O. Box 1325
Albany Ga. 31703

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94 NOV 10 PM 2:38 PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, PHASE ONE

Conditions, Covenants, Restrictions, and Easements affecting property of PACE BURT, INC., ALBANY REALTY COMPANY, ALBANY LIME AND CEMENT COMPANY, JOS BEKKERS, BARRY D. CARR and CHARLTON H. CARR, known as RIVER POINTE PLANTATION, Phase One, Lots Numbers 1 through 37.

THIS DECLARATION, made this 7th day of November, 1994, by PACE BURT, INC., ALBANY REALTY COMPANY, ALBANY LIME AND CEMENT COMPANY, JOS BEKKERS, BARRY D. CARR and CHARLTON H. CARR, hereinafter called the "Declarant".

W I T N E S S E T H:

Declarant is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, PACE BURT, INC., ALBANY REALTY COMPANY, ALBANY LIME AND CEMENT COMPANY, JOS BEKKERS, BARRY D. CARR and CHARLTON H. CARR, hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

All of Lots numbered 1 through 37, as shown on plat of RIVER POINTE PLANTATION, Phase One, as the same is recorded in Plat Cabinet 1, Slide C-14, in the Office of the Clerk of Superior Court of Dougherty County, Georgia.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time-to-time, subject to additional real property to the conditions, restrictions, covenants,

reservations, liens and charges herein set forth by appropriate reference thereto.

CLAUSE II
GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color scheme; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of building sites therein.

1. No corral, stable, television receiving antenna or "dish" shall be permitted. No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color or finish, plot plans (showing the proposed locations of such building or structure, drives and parking area), and construction schedule have been approved in writing by the Declarant, its successors or assigns. Refusal or approval of plans, location or specifications by Declarant may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished the Declarant for its records. In the event the Declarant fails to approve or disapprove such plans within thirty-five (35) days after the same have been submitted to it, as required above, the approval of the Declarant shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

2. All numbered lots hereinabove made subject hereto for residential purposes exclusively. No lot shall be re-subdivided for any purpose. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height.

3. No portion of any lot, other than that covered by buildings approved as herein before specified, shall be used for

any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon without the approval of the Declarant. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

4. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any building site shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling.

6. For a one-story residence, the floor area of the main structure, exclusive of open porches and garages, shall be: Lots 1 through 23, not less than 2,500 square feet; Lots 24 through 37 not less than 2,000 square feet. In the case of a one and one-half, two or two and one-half story structure on any of the lots subject hereto, the ground floor area shall not be less than 1,200 square feet on Lots 24 through 37, and 1,400 square feet on Lots 1 through 23.

If a monolithic or concrete block slab is used, it must be at least 32 inches above the finished grade around the building or structure at the front entrance of the building. The roof pitch on all buildings shall not be less than a 7-12.

7. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above one (1) foot, (except as part of a landscaping plan approved by the Declarant) and on request fails to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land and cut and remove the same at the expense of the owner; provided, however, that such expense shall not exceed Five Hundred (\$500.00) Dollars annually. The provisions shall not be construed as obligation on the part of the Declarant or its associates to provide garbage or trash pick-up service.

8. No livestock, fowl, horses or animals of any kind, except cats, dogs and other customary household pets, shall be kept or harbored upon any lot. The Declarant at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any or all animals hereunder.

9. No commercial signs, other than a "for sale" or "for rent" sign and a sign identifying the property or the property owner, shall be erected or maintained on any lot except with the written permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant.

10. The owner reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front ten (10) feet of each lot, and ten (10) feet along one (1) side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching, and like action reasonably necessary to provide economical utility installation.

11. No single numbered lot shall be re-subdivided by a subsequent owner for purposes of reduction in size of a prospective building site or for a right-of-way for a street or roadway. Portions of contiguous lots may be assimilated for purposes of creating one building site provided it meets the specifications and provisions herein contained.

12. Declarant reserves the right to change the lot lines on any unsold numbered lot, either enlarging or decreasing the size of such lots. However, this provisions shall not apply to any lot or lots sold or conveyed by Declarant.

13. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive these covenants and restrictions for any purpose or purposes, in whole or in part.

14. The walls of any carports or garages facing the front of the lot must be constructed of the same materials as the main dwelling. All garages and carports shall be opened to the rear of the lot or to the side of the lot, and shall not open to the front of the lot unless such carports or garages opening to the front are equipped with electric overhead garage doors.

15. No noxious or offensive trade or activity shall be carried on upon any building site or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No home occupation shall be permitted in dwelling or structure, and no commercial activity shall be carried on any lot.

16. Declarant shall have the right to assign or delegate its rights and duties hereunder, in whole or in part, from time-to-time; and these covenants shall be binding upon and shall inure to the benefit of the successors and assigns of Declarant.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date.

18. If any persons, party or entity to whom Declarant conveys and sells any lot subject to these restrictions, or the heirs, executors, administrators, successors or assigns of any such person, entity or party, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in River Pointe Plantation, Phase One, including Declarant, to prosecute any proceedings at law or in equity against the party, person or entity violating or attempting to violate any such covenants, and either to prevent such party from doing so or to recover damages or other compensation for such violation.

19. Invalidation of any one or more of these covenants or any part thereof by judgment or Court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

✓20. No aluminum, metal or plastic sheds or storage buildings shall be placed on any lot, and any outbuilding or storage facility on any lot shall be constructed of the same material as the main dwelling and shall be in keeping with the architectural design of the main dwelling. Any storage facility or outbuilding shall be separately approved before construction of same by Declarant. The plans, specifications and plot plan for same shall be submitted to Declarant prior to beginning construction. If approval is given for any such structure by Declarant same shall comply with all applicable setback line requirements. All approvals required hereunder by Declarant shall be in writing.

21. No travel trailer, vans, tractors, commercial vehicles, junk vehicles, mobile homes or the like, shall be kept or stored on any lot. No motor vehicles shall be regularly parked upon any of the roadways.

22. Any dwelling house, and any guest house erected on the property shall be set back from the front line of the property a distance of at least one hundred (100) feet, except Lots 14 and 15. Lots 14 and 15 shall have a sixty (60) foot set back. This set back refers to the main or front wall of the dwelling or guest house. The main dwelling and guest houses or any other structure shall be located at least ten (10) feet from the side lot lines of the property, and shall not be closer to the rear property line than one hundred and fifty (150) feet, except on Lots 1 through 8 where structures shall be no closer than seventy five (75) feet to the rear property line.

23. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any approved dwelling or other permitted structure.

24. No fences, other than those around an immediate area of a swimming pool are permitted. Chain link or metal wire fences are specifically prohibited.

25. Boat docks are allowed but must meet all specifications and conditions as set forth by the Georgia Power Company. Any boat house shall be no higher than 192.3 feet above sea level or 10 feet above the normal level of Georgia Power Company Reservoir. A scaled drawing showing front, rear and side elevations must be submitted to Declarant and the Georgia Power Company for approval.

26. The shore line of the Georgia Power Company Reservoir may be left in its natural state. Sea walls are permitted but must meet the Georgia Power Company specifications. To maintain uniformity, all sea walls must be made of reinforced concrete poured in place. Sea walls built of bags, blocks or other stacked materials are prohibited.

27. No trees shall be cut or removed from any lot except in the area on which drives, buildings and structures which have received prior architectural approval are to be located. The prohibition against cutting and removing trees shall not be applicable to cleaning of underbrush containing small trees, nor shall it be applicable to cutting and removing of diseased or damaged trees in accordance with good forestry practices.

IN WITNESS WHEREOF, the said PACE BURT, INC., ALBANY REALTY COMPANY, ALBANY LIME AND CEMENT COMPANY, JOS BEKKERS, BARRY D. CARR and CHARLTON H. CARR, has hereunto set their hands and affixes their seals, the day and year first above written.

PACE BURT, INC.

By: [Signature] L.S.
H. PACE BURT, JR., Its President

Attest: [Signature] L.S.
Title:

ALBANY REALTY COMPANY
By: [Signature] L.S.
C. DAN BLACKSHEAR, JR.,
Its President

Attest: [Signature] L.S.
Title: Asst Secretary



ALBANY LIME AND CEMENT COMPANY

By: *H. P. Burt* L.S.
H. P. BURT, Its President

Attest: *Jos Bekkers* L.S.
Title: _____

Jos Bekkers L.S.
JOS BEKKERS

Barry D. Carr L.S.
BARRY D. CARR

Charlton H. Carr L.S.
CHARLTON H. CARR

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Richard L. Cleveland
UNOFFICIAL WITNESS

Howard J. Aiman
NOTARY PUBLIC

My Commission Expires: 10/31/95
[AFFIX NOTARY SEAL]

RECORDED
DATE: 11-11-94
Emmett Gable CLERK

**AMENDMENT TO PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, PHASE ONE**

GEORGIA, DOUGHERTY COUNTY.

The undersigned owners of a development known as River Pointe Plantation having placed protective covenants on all lots numbered 1 through 38, Phase One recorded in Deed Book 1441, page 106, Clerk's Office, Dougherty County Superior Court, describe to amend said restrictions as follows:

1. The words other than "for sale" or "for rent" in par. 9 are stricken so as said par. shall read as follows:

"No commercial signs other than a sign identifying the property or the property owner, shall be erected or maintained on any lot except with the written permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant."

2. By adding par. 28 to read as follows:

"The facilities constructed or to be constructed in River Pointe Plantation including but not limited to golf course, golf club house, driving range, swimming pool and tennis courts are the property of the undersigned owners (or their assigns) and the purchaser of a lot in River Pointe Subdivision has no ownership or beneficial interest in any of the said facilities described above. Said purchaser will be entitled to join the operation of said facility, subject to the owner's approval upon payment of specified fees, which are subject to increase or decrease at the owner's sole discretion and may vary widely from those first in effect."

IN WITNESS WHEREOF, the undersigned, who are all of the Owners, have executed this instrument, or if a corporation, has caused this instrument to be executed by their authorized officers, and his corporate seal is affixed, on this 26th day of April, 1995.

ALBANY LIME AND CEMENT COMPANY

BY: *Hilliard P. Burt* L.S.
Hilliard P. Burt, President

Attest: _____ L.S.

[CORPORATE SEAL]

PACE BURT, INC.

BY: _____ L.S.
H. Pace Burt, Jr., President

Attest: *H. Pace Burt, Jr.* L.S.

[CORPORATE SEAL]

ALBANY REALTY COMPANY

BY: *C. Dan Blackshear, Jr.* L.S.
C. Dan Blackshear, Jr.
President

Attest: *James R. Lewis* L.S.
Asst. Secretary

[CORPORATE SEAL]

Joe Bekkers L.S.
Joe Bekkers

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My commission expires _____

FILED
95 OCT -5 AM 8:06

IMMELL S. GABLE
DOUGHERTY COUNTY
CLERK OF COURT

PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, PHASE TWO

BOOK 1530 PAGE 333

Conditions, Covenants, Restrictions, and Easements affecting
Property of PACE BURT, INC., ALBANY REALTY COMPANY, WESTOVER
APARTMENTS, L.P., H. PACE BURT, JR., and JOS BEKKERS, known as
RIVER POINTE PLANTATION, Phase Two, Lots Numbers 39 through 54.

THIS DECLARATION, made this 28th day of September, 1995, by
the undersigned, hereinafter called the "Declarant".

W I T N E S S E T H:

Declarant is the owner of the real property described
in Clause I of this declaration, and is desirous of subjecting
the real property described in said Clause I to the restrictions,
covenants, reservations, easements, liens and charges hereinafter
set forth, each and all of which is and are for the benefit of
said property and for each owner thereof, and shall inure to the
benefit of and pass with said property, and each and every parcel
thereof, and shall apply to and bind the successors in interest,
and any owner thereof;

NOW, THEREFORE, PACE BURT, INC., ALBANY REALTY COMPANY,
WESTOVER APARTMENTS, L.P., H. PACE BURT, JR., and JOS BEKKERS,
hereby declare that the real property described in and referred
to in Clause I hereof is, and shall be, held, transferred, sold
and conveyed subject to the conditions, restrictions, covenants,
reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any
two or more contiguous lots, or a parcel of land of record and in
a single ownership and upon which a dwelling may be erected in
conformance with the requirements of these Covenants.

CLAUSE I
PROPERTY SUBJECT TO THIS DECLARATION

All of Lots numbered 39 through 54, as shown on plat of
RIVER POINTE PLANTATION, Phase Two, as the same is recorded in
Plat Cabinet 1, Slide C-20, in the Office of the Clerk of
Superior Court of Dougherty County, Georgia.

No property other than that described above shall be deemed
subject to this Declaration, unless and until specifically made
subject thereto.

or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height.

3. No portion of any lot, other than that covered by buildings approved as herein before specified, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon without the approval of the Declarant. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

4. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any building site shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling.

6. For a one-story residence; the floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,000 square feet. In the case of a one and one-half, two or two and one-half story structure on any of the lots subject hereto, the ground floor area shall not be less than 1,200 square feet.

If a monolithic or concrete block slab is used, it must be at least 32 inches above the finished grade around the building or structure at the front entrance of the building. The roof pitch on all buildings shall not be less than a 7-12.

7. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above one (1) foot, (except as part of a landscaping plan approved by the Declarant) and on request fails to have the premises cut within thirty (30) days, agents of the Declarant may enter upon said land and cut and remove the same at the expense of the owner; provided, however, that such expense shall not

exceed Five Hundred (\$500.00) Dollars annually. The provisions shall not be construed as obligation on the part of the Declarant or its associates to provide garbage or trash pick-up service.

8. No livestock, fowl, horses or animals of any kind, except cats, dogs and other customary household pets, shall be kept or harbored upon any lot. The Declarant at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any or all animals hereunder.

9. No commercial signs, other than a sign identifying the property of the property owner, shall be erected or maintained on any lot except with the written permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the Declarant.

10. The owner reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front ten (10) feet of each lot, and ten (10) feet along one (1) side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching, and like action reasonably necessary to provide economical utility installation.

11. No single numbered lot shall be re-subdivided by a subsequent owner for purposes of reduction in size of a prospective building site or for a right-of-way for a street or roadway. Portions of contiguous lots may be assimilated for purposes of creating one building site provided it meets the specifications and provisions herein contained.

12. Declarant reserves the right to change the lot lines on any unsold numbered lot, either enlarging or decreasing the size of such lots. However, this provisions shall not apply to any lot or lots sold or conveyed by Declarant.

13. Declarant reserves and shall have the sole right to add to, alter, amend, revoke, release and waive these covenants and restrictions for any purpose or purposes, in whole or in part.

14. The walls of any carports or garages facing the front of the lot must be constructed of the same materials as the main dwelling. All garages and carports shall be opened to the rear of the lot or to the side of the lot, and shall not open to the front of the lot unless such carports or garages opening to the front are equipped with electric overhead garage doors.

15. No noxious or offensive trade or activity shall be carried on upon any building site or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No home occupation shall be permitted in dwelling or structure, and no commercial activity shall be carried on any lot.

16. Declarant shall have the right to assign or delegate its rights and duties hereunder, in whole or in part, from time-to-time; and these covenants shall be binding upon and shall inure to the benefit of the successors and assigns of Declarant.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date.

18. If any persons, party or entity to whom Declarant conveys and sells any lot subject to these restrictions, or the heirs, executors, administrators, successors or assigns of any such person, entity or party, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in River Pointe Plantation, Phase Two, including Declarant, to prosecute any proceedings at law or in equity against the party, person or entity violating or attempting to violate any such covenants, and either to prevent such party from doing so or to recover damages or other compensation for such violation.

19. Invalidation of any one or more of these covenants or any part thereof by judgment or Court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

20. No aluminum, metal or plastic sheds or storage buildings shall be placed on any lot, and any outbuilding or storage facility on any lot shall be constructed of the same material as the main dwelling and shall be in keeping with the architectural design of the main dwelling. Any storage facility or outbuilding shall be separately approved before construction of same by Declarant. The plans, specifications and plot plan for same shall be submitted to Declarant prior to beginning construction. If approval is given for any such structure by Declarant same shall comply with all applicable setback line requirements. All approvals required hereunder by Declarant shall be in writing.

21. No travel trailer, vans, tractors, commercial vehicles, junk vehicles, mobile homes or the like, shall be kept or stored on any lot. No motor vehicles shall be regularly parked upon any of the roadways.

22. Any dwelling house, and any guest house erected on the property shall be set back from the front line of the property a distance of at least seventy five (75) feet. This set back refers to the main or front wall of the dwelling or guest house. The main dwelling and guest houses or any other structure shall be located at least ten (10) feet from the side lot lines of the property, and shall not be closer to the rear property line more than seventy five (75) feet.

23. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of any approved dwelling or other permitted structure.

24. No fences, other than those around an immediate area of a swimming pool are permitted. Chain link or metal wire fences are specifically prohibited.

25. No trees shall be cut or removed from any lot except in the area on which drives, buildings and structures which have received prior architectural approval are to be located. The prohibition against cutting and removing trees shall not be applicable to cleaning of underbrush containing small trees, nor shall it be applicable to cutting and removing of diseased or damaged trees in accordance with good forestry practices.

26. The facilities constructed or to be constructed in River Pointe Plantation including but not limited to golf course, golf club house, driving range, swimming pool and tennis courts are the property of the undersigned owners (or their assigns) and the purchaser of a lot in River Pointe Subdivision has no ownership or beneficial interest in any of the said facilities described above. Said purchaser will be entitled to join the operation of said facility, subject to the owners approval upon payment of specified fees, which are subject to increase or decrease at the owner's sole discretion and may vary widely from those first in effect.

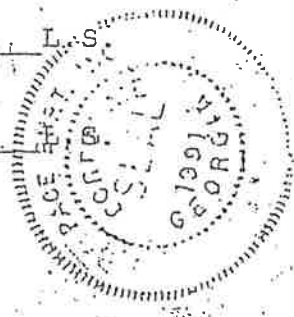
IN WITNESS WHEREOF, the said PACE BURT, INC., ALBANY REALTY COMPANY, WESTOVER APARTMENTS, L.P., H. PACE BURT, JR., and JOS BEKKERS has hereunto set their hands and affixes their seals, the day and year first above written.

PACE BURT, INC.

By: H. Pace Burt, Jr.
President

Attest: J. M. Burt
Title: Secretary

[CORPORATE SEAL]

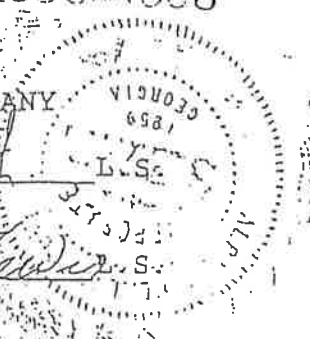


ALBANY REALTY COMPANY

By: Daniel Blahut
President

Attest: Cheryl A. Howard
Title: Asst-Secretary

[CORPORATE SEAL]

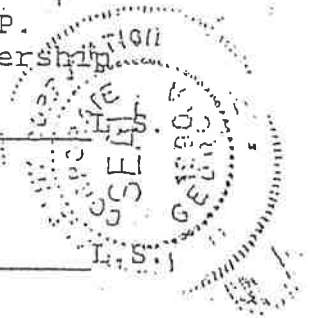


WESTOVER APARTMENTS, L.P.
A Georgia Limited Partnership

By: M. Burt
President

Attest: Alan Burt
Title: Secretary

[CORPORATE SEAL]



H. Pace Burt, Jr. L.S.
H. PACE BURT, JR.

Jos Bekkers L.S.
JOS BEKKERS

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Maebhi J. Beard
UNOFFICIAL WITNESS

Frank R. Vance
NOTARY PUBLIC

My Commission Expires: _____
[SERIX NOTARY SEAL]

RECORDED
DATE: October 6, 1995

Frank R. Vance, Clerk



Notary Public, Dougherty County, Georgia
My Commission Expires Sept. 21, 1998

FILED

PROTECTIVE COVENANTS95 APR 30 PM **RIVER POINTE PLANTATION, PHASE THREE**

Conditions, Covenants, Restrictions, and Easements affecting property of **RIVER POINT PLANTATION, L.C.**, known as **RIVER POINTE PLANTATION, Phase Three**, Lots Numbers 55 through 125, both inclusive.

THIS DECLARATION, made this 30 day of April, 1996, by **RIVER POINT PLANTATION, L.C.** hereinafter called the "Declarant".

W I T N E S S E T H:

Declarant is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, **RIVER POINT PLANTATION, L.C.**, hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

CLAUSE I**PROPERTY SUBJECT TO THIS DECLARATION**

(a) All of Lots Numbers 94 through 123, both inclusive, in **RIVER POINTE PLANTATION, Phase Three**, as the same is recorded in Plat Cabinet 1, Slide C-25, in the office of the Clerk of Superior Court of Dougherty County, Georgia, are hereby made subject to the Protective Covenants governing **RIVER POINTE PLANTATION, Phase One**, as the same are recorded in the office of the Clerk of Superior Court of Dougherty County, Georgia, in Deed Book 1441, page 106 et seq.; as amended by Protective Covenants recorded in said clerk's office in Deed Book 1488, page 142 et seq.

Paragraph 6 of said Protective Covenants recorded in said Deed Book 1441, Page 106 et seq. is hereby amended to state that for a one-story residence, the floor area of the main structure,

exclusive of open porches and garages, shall be not less than 2,000 square feet for each of the above lots.

(b) All of Lots Numbers 55 through 93, both inclusive, and all of Lots Numbers 124 and 125 as shown on plat of RIVER POINTE PLANTATION, Phase Three, as same is recorded in Plat Cabinet 1, Slide C-25, in the office of the Clerk of Superior Court of Dougherty County, Georgia, are hereby made subject to the Protective Covenants recorded in the office of the Clerk of Superior Court of Dougherty County, Georgia, in Deed Book 1530, page 333, et seq.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time-to-time, subject to additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference thereto.

IN WITNESS WHEREOF, the said RIVER POINT PLANTATION, L.C. has caused these Protective Covenants to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

RIVER POINT PLANTATION, L.C.
By: PACE BURT, INC.

Unofficial Witness

By:

Title: *President*

NOTARY PUBLIC

My Commission expires:

Notary Public, Dougherty County, Georgia
My Commission Expires Sept. 21, 1998

Attest:

Title: *Secretary*

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

By:

H. PACE BURT, JR.

Unofficial Witness

NOTARY PUBLIC

My Commission expires:

Notary Public, Dougherty County, Georgia
My Commission Expires Sept. 21, 1998

L.S.

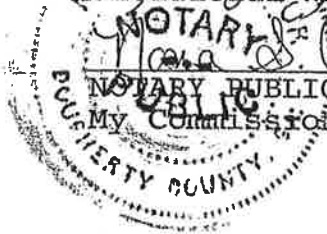
[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC

My Commission expires: 10/30/99



By: ALBANY REALTY COMPANY

By: [Signature]
Title: President

Attest: [Signature]
Title: Asst-Secretary

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC

My Commission expires: _____
Notary Public, Dougherty County, Georgia
My Commission Expires Sept. 21, 1998



By: WESTOVER APARTMENTS, L.P.
By: FIRST ALBANY CORPORATION
ITS GENERAL PARTNER

By: [Signature] L.S.
President

Attest: [Signature] L.S.
Secretary

[CORPORATE SEAL]

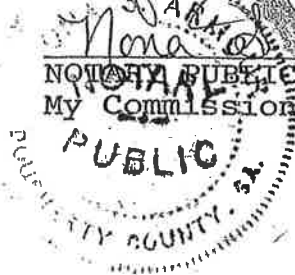


Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC

My Commission expires: 10/30/99



By: [Signature] L.S.
JOS BEKKERS

RECORDED
DATE: 5-1-96

[Signature] CLERK

Return to:
W. Douglas Divins
Divine, Dorough & Sizemore,
P.O. Box 64
Albany, GA 31702-0064

1989 PAGE 339

FILED
97 APR 18 PM 2:41

PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, PHASE FOUR

IMMEDIATELY FILE
DOUGHERTY COUNTY
CLERK OF SUPERIOR COURT
Conditions, Covenants, Restrictions, and Easements affecting
PROPERTY OF RIVER POINTE PLANTATION, L.C., KNOWN AS RIVER POINTE
PLANTATION, Phase Four-A Lots Numbers 305 through 321, and 323
through 330 both inclusive.

THIS DECLARATION, made this 10 day of April, 1997,
by RIVER POINTE PLANTATION, L.C. hereinafter called the
"Declarant".

W I T N E S S E T H:

Declarant is the owner of the real property described in
Clause I of this declaration, and is desirous of subjecting the
real property described in said Clause I to the restrictions,
covenants, reservations, easements, liens and charges hereinafter
set forth, each and all of which is and are for the benefit of
said property and for each owner thereof, and shall inure to the
benefit of and pass with said property, and each and every parcel
thereof, and shall apply to and bind the successors in interest,
and any owner thereof;

NOW, THEREFORE, RIVER POINTE PLANTATION, L.C., hereby
declares that the real property described in and referred to in
Clause I hereof is, and shall be, held, transferred, sold and
conveyed subject to the conditions, restrictions, covenants,
reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any
two or more contiguous lots, or a parcel of land of record and in
a single ownership and upon which a dwelling may be erected in
conformance with the requirements of these Covenants.

CLAUSE I
PROPERTY SUBJECT TO THIS DECLARATION

All of Lots Numbers 305 through 321, both inclusive, and all
of Lots Numbers 323 and 330 as shown on plat of RIVER POINTE
PLANTATION, Phase Four-A as same is recorded in Plat Cabinet
1, Slide C-34E, in the office of the Clerk of Superior
Court of Dougherty County, Georgia, are hereby made subject
to the Protective Covenants recorded in the office of the
Clerk of Superior Court of Dougherty County, Georgia, in
Deed Book 1530, page 333, et seq.

NOV 1989 PAGE 340

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time-to-time, subject to additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference thereto.

IN WITNESS WHEREOF, the said RIVER POINTE PLANTATION, L.C. has caused these Protective Covenants to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Notary Public Seal: Notary Public, My Commission expires: 10/20/99

RIVER POINTE PLANTATION, L.C. By: FACE BURT, INC.

By: [Signature] L.S. Title: President Authorized Signature

Signed, sealed and delivered in the presence of:

Notary Public Seal: Notary Public, My Commission expires: 10/20/99

[Signature] L.S. N. FACE BURT, JR.

Signed, sealed and delivered in the presence of:

Notary Public Seal: Notary Public, My Commission expires: 10/20/99

By: ALBANY REALTY COMPANY By: [Signature] L.S. Title: President Authorized Signature

Signed, sealed and delivered in the presence of:


Notary Public Seal: Notary Public, My Commission expires: 10/20/99

By: NESTOVER APARTMENTS, L.P. in By: FIRST ALBANY CORPORATION ITS GENERAL PARTNER

By: [Signature] L.S. Title: President Authorized Signature

1580, page 341

Signed, sealed and delivered
in the presence of:


 Notary Public
 My Commission expires: 10/30/99
 Notary Public
 My Commission expires: 10/30/99
 My Commission expires: 10/30/99


 JOS BEKKERS L.S.

RECORDED
DATE:

4-21-97

 CLERK

ALBANY REALTY COMPANY
P.O. BOX 1325
ALBANY, GA 31702-1325 Pd

28 SEP -9 AM 9:57
DOUGHERTY COUNTY
CLERK OF COURT

PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, PHASE FIVE

Conditions, Covenants, Restrictions, and Easements affecting property of RIVER POINTE PLANTATION, L.C., known as RIVER POINTE PLANTATION, PHASE FIVE, Lots numbers 126 through 131, 138 through 143, and 144 through 150, all inclusive.

THIS DECLARATION, made this 1ST day of September, 1998, by RIVER POINTE PLANTATION, L.C., hereinafter called the "Declarant".

W I T N E S S E T H:

Declarant is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and are for the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, RIVER POINTE PLANTATION, L.C. hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

CLAUSE I
PROPERTY SUBJECT TO THIS DECLARATION

All of Lots numbered 138 through 143, both inclusive, in RIVER POINTE PLANTATION, PHASE FIVE, according to a map or plat of same recorded in Plat Cabinet 1, Slide C48H, and all of Lots Numbers 144 through 150, both inclusive, in RIVER POINTE PLANTATION, PHASE FIVE, according to a map or plat of same recorded in Plat Cabinet I, Slide C48F, in the Office of the Clerk of Superior Court of Dougherty County, Georgia, are hereby made subject to the Protective Covenants governing RIVER POINTE PLANTATION, PHASE ONE, as the same are recorded in the office of the clerk of the Superior Court of Dougherty County, Georgia, in Deed Book 1441, Page 106 et seq.; as amended by Protective

Covenants recorded in said clerk's office in Deed Book 1488, Page 142 et seq.

Paragraph 6 of said Protective Covenants recorded in said Deed Book 1441, Page 106 et seq. is hereby amended to state that for a one-story residence, the floor area of the main structure, exclusive of open porches and garages, shall be not less than 2,000 square feet for each of the above lots.

(b) All of Lots Numbers 126 through 131, both inclusive, in RIVER POINTE PLANTATION, PHASE FIVE, according to a map or plat of same recorded in Plat Cabinet 1, Slide C48H, in the office of the clerk of the Superior Court of Dougherty County, Georgia are hereby made subject to the Protective Covenants recorded in the office of the clerk of the Superior Court of Dougherty County, Georgia in Deed Book 1530, Page 333 et seq.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarant may, from time-to-time, subject to additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference thereto.

IN WITNESS WHEREOF, the said RIVER POINTE PLANTATION, L.C., has caused these presents to be executed by its duly authorized Officers, the day and year first above written.

Signed, sealed and delivered in the presence of:

RIVER POINTE PLANTATION, L.C.
By: PACE BURT, INC.

Robin Stanton
Unofficial Witness

By: [Signature] L.S.
Title: President
Authorized Signature

[Signature]
NOTARY PUBLIC
My Commission expires: 10-13-98

Signed, sealed and delivered in the presence of:

Robin Stanton
Unofficial Witness

[Signature] L.S.
H. PACE BURT, JR.

[Signature]
NOTARY PUBLIC
My Commission expires: 10-13-98

SIGNATURES CONTINUED ON NEXT PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

Signed, sealed and delivered
in the presence of:

Robin Stanton
Unofficial Witness

Marilyn K Lewis
NOTARY PUBLIC
My Commission expires: 10-13-98

By: ALBANY REALTY COMPANY

By: Daniel Blackberg L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
the presence of:

Karen McDaniel
Unofficial Witness

Gerd K. Building
NOTARY PUBLIC
My Commission expires:
My Commission Expires Oct. 20, 2006

By: WESTOVER APARTMENTS, L.P. in
By: FIRST ALBANY CORPORATION
ITS GENERAL PARTNER

By: [Signature] L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
in the presence of:

Robin Stanton
Unofficial Witness

Marilyn K Lewis
NOTARY PUBLIC
My Commission expires: 10-13-98

[Signature] L.S.
JOS BEKKERS

RECORDED DATE: 9-10-98
IMANEL GABLE, CLERK
DOUGHERTY COUNTY, GEORGIA

DOC# 012923
FILED IN OFFICE
11/16/2005 09:07 AM
BK#3087 PG#327-329
EVONNE S. HULL
CLERK OF
COURT
DOUGHERTY COUNTY PJ

After recording return to:
W. Douglas Divine
Post Office Box 64
Albany, Georgia 31702

TD - River Pointe Plantation

Cross reference to: Deed Book 1530, Page 333

AMENDMENT TO PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, LC

Amendment to conditions, covenants, restrictions, easements effecting property of River Pointe Plantation, LC, a Georgia limited liability company, to be known as River Pointe Plantation, Phase Six, Lots numbered 151 through 180, inclusive.

This Amendment to Declaration, made this 31st day of October, 2005, by the undersigned, hereinafter called "Declarant".

W I T N E S S E T H

Declarant is the owner of real property described in Clause 1 of the Protective Covenants, River Pointe Plantation, Phase Two recorded in Deed Book 1530, Page 333, et seq., in the office of the Clerk of Superior Court of Dougherty County, Georgia, and is the owner of River Pointe Plantation, Phase Six, Lots Numbered 151 through 180, inclusive, according to a map or plat of River Pointe Plantation Subdivision Phase Six recorded in Plat Cabinet 1D, Slide 0106, in the office of the Clerk of Superior Court of Dougherty County, Georgia, and is desirous of subjecting Phase Six described herein to the restrictions, covenants, reservations, easements, liens and charges set forth in the Protective Covenants, River Pointe Plantation, Phase Two recorded in Deed Book 1530, Page 333, as amended herein, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, River Pointe Plantation, LC hereby declares that the real property described in and referred to herein is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges, set forth in the Protective Covenants, River Pointe Plantation, Phase Two recorded in Deed Book 1530, Page 333, as though set forth verbatim fully herein.

Property Subject to Declaration: Declarant hereby subjects the property described as River Pointe Plantation, Phase Six, Lots numbered 151 through 180, inclusive, according to a

map or plat of River Pointe Plantation, Phase Six recorded in Plat Cabinet 1D, Slide 0106, in the office of the Clerk of Superior Court of Dougherty County, Georgia to the restrictions, covenants, reservations, easements, liens and charges governing River Pointe Plantation Subdivision, Phase Two.

As to River Pointe Plantation, Phase Six, Lots numbered 151 through 180, inclusive, and only to said Lots, Declarant amends the Protective Covenants recorded in Deed Book 1530, Page 333, in the office of the Clerk of Superior Court of Dougherty County, Georgia, by deleting Clause II, paragraph 6 in its entirety, and inserts in lieu thereof the following:

"6. For a one-story residence, the floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,200 square feet. In the case of a one-half, two or two and one-half story structure on any of the lots subject hereto, the ground floor area shall not be less than 1,200 square feet.

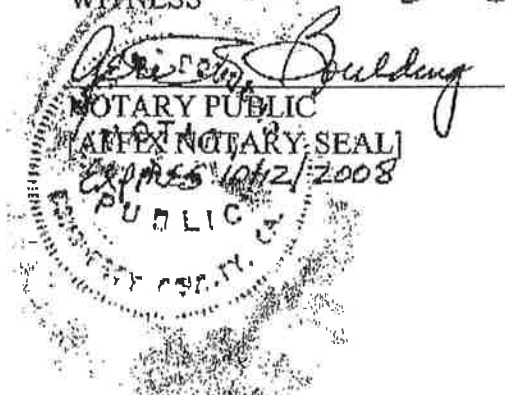
If a monolithic or concrete block slab is used, it must at least 32 inches above the finished grade around the building or structure at the front entrance of the building. The roof pitch on all buildings shall not be less than a 7-12."

EXCEPT as Clause II paragraph 6 is amended for River Pointe Plantation, Phase Six, Lots numbered 151 through 180, the Protective Covenants of River Pointe Plantation, Phase Two recorded in Deed Book 1530, Page 333 remain in full force and effect, and are incorporated herein by this express reference as though set forth verbatim fully herein.

These Protective Covenants executed on the day and date first above written.

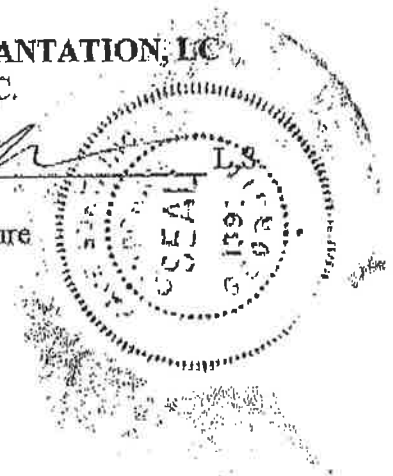
Signed, sealed and delivered in the presence of:

[Handwritten Signature]
WITNESS



Declarant:
RIVER POINTE PLANTATION, LC
By: PACE BURT, INC.

By: *[Handwritten Signature]*
Title: President
Authorized Signature



Signed, sealed and delivered
in the presence of:

Janette Laughty
WITNESS

James T. Building
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
EXPIRES 10/2/2008
PUBLIC

Signed, sealed and delivered
in the presence of:

Susan Stinson
WITNESS

Abby K. Lewis
NOTARY PUBLIC 10-8-06
[AFFIX NOTARY SEAL]
PUBLIC

Signed, sealed and delivered
in the presence of:

Janette Laughty
WITNESS

James T. Building
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
EXPIRES 10/2/2008
PUBLIC

Signed, sealed and delivered
in the presence of:

Susan Stinson
WITNESS

Abby K. Lewis
NOTARY PUBLIC 10-8-06
[AFFIX NOTARY SEAL]
PUBLIC

H. Pace Burt, Jr. L.S.
H. PACE BURT, JR.

By: ALBANY REALTY COMPANY

By: Charles Daniel Beckhoff L.S.
Title: President
Authorized Signature

By: WESTOVER APARTMENTS, LP
By: FIRST ALBANY CORPORATION,
Its General Partner

By: Jos Bekkers L.S.
Title: President
Authorized Signature

Jos Bekkers L.S.
JOS BEKKERS

After recording return to:
W. Douglas Divine
Post Office Box 64
Albany, Georgia 31702

Cross reference to: Deed Book 1530, Page 333 and Deed Book 3067, Page 327

AMENDMENT TO PROTECTIVE COVENANTS
RIVER POINTE PLANTATION, LC

Amendment to conditions, covenants, restrictions, easements effecting property of River Pointe Plantation, LC, a Georgia limited liability company, to be known as River Pointe Plantation, Phase Seven, Lots numbered 137, 181 – 191 and 197 - 207.

This Amendment to Declaration, made this ____ day of _____, 2007, by the undersigned, hereinafter called "Declarant".

W I T N E S S E T H

Declarant is the owner of real property described in Clause I of the Protective Covenants, River Pointe Plantation, Phase Six recorded in Deed Book 3067, Page 327, et seq., in the office of the Clerk of Superior Court of Dougherty County, Georgia, and is the owner of River Pointe Plantation, Phase Seven, Lots Numbered 137, 181 – 191 and 197 - 207, according to a map or plat of River Pointe Plantation Subdivision Phase Six recorded in Plat Cabinet 1D, Slide 27G, in the office of the Clerk of Superior Court of Dougherty County, Georgia, and is desirous of subjecting Phase Seven described herein to the restrictions, covenants, reservations, easements, liens and charges set forth in the Protective Covenants, River Pointe Plantation, Phase Six recorded in Deed Book 3067, Page 327, as amended herein, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, River Pointe Plantation, LC hereby declares that the real property described in and referred to herein is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges, set forth in the Protective Covenants, River Pointe Plantation, Phase Six recorded in Deed Book 3067, Page 327, as though set forth verbatim fully herein.

Property Subject to Declaration: Declarant hereby subjects the property described as River Pointe Plantation, Phase Seven, Lots numbered 137, 181 – 191 and 197 - 207, according

DIVINE, FINNEY & DOROUGH, PC
ATTORNEYS AT LAW
600 N. JACKSON STREET
POST OFFICE BOX 64
ALBANY, GEORGIA
31702-0064

to a map or plat of River Pointe Plantation, Phase Seven recorded in Plat Cabinet 1D, Slide 27G, in the office of the Clerk of Superior Court of Dougherty County, Georgia to the restrictions, covenants, reservations, easements, liens and charges governing River Pointe Plantation Subdivision, Phase Six.

As to River Pointe Plantation, Phase Seven, Lots numbered 137, 181 - 191 and 197 - 207, and only to said Lots, Declarant amends the Protective Covenants recorded in Deed Book 3067, Page 327, in the office of the Clerk of Superior Court of Dougherty County, Georgia, by deleting Clause II, paragraph 6 in its entirety, and inserts in lieu thereof the following:

"6. For a one-story residence, the floor area of the main structure, exclusive of open porches and garages, shall not be less than 2,200 square feet. In the case of a one-half, two or two and one-half story structure on any of the lots subject hereto, the ground floor area shall not be less than 1,500 square feet.

If a monolithic or concrete block slab is used, it must at least 32 inches above the finished grade around the building or structure at the front entrance of the building. The roof pitch on all buildings shall not be less than a 7-12."

EXCEPT as Clause II paragraph 6 is amended for River Pointe Plantation, Phase Seven, Lots numbered 137, 181 - 191 and 197 - 207, the Protective Covenants of River Pointe Plantation, Phase Six recorded in Deed Book 3067, Page 327 remain in full force and effect, and are incorporated herein by this express reference as though set forth verbatim fully herein.

These Protective Covenants executed on the day and date first above written.

Signed, sealed and delivered
in the presence of:

Declarant:

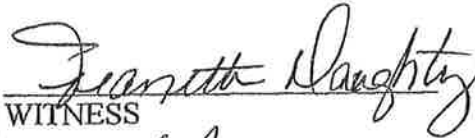
RIVER POINTE PLANTATION, LC

By: PACE BURT, INC.

By:  L.S.

Title: President

Authorized Signature


WITNESS


NOTARY PUBLIC

[AFFIX NOTARY SEAL]

EXPIRES 10/12/2008

DIVINE, FINNEY & DOROUGH, PC
ATTORNEYS AT LAW
600 N. JACKSON STREET
POST OFFICE BOX 64
ALBANY, GEORGIA
31702-0064

Signed, sealed and delivered
in the presence of:

Jeanette Daught
WITNESS

Joe Boulding
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
EXPIRES 10/12/2008

H. Pace Burt, Jr. L.S.
H. PACE BURT, JR.

Signed, sealed and delivered
in the presence of:

Shirley S. Horsey
WITNESS

Shirley S. Horsey
NOTARY PUBLIC
[AFFIX NOTARY SEAL] 10-10-10

ALBANY REALTY COMPANY
By: Charles Daniel Boulding L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
in the presence of:

Jeanette Daught
WITNESS

Joe Boulding
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
10/12/2008 - EXPIRES

WESTOVER APARTMENTS, LP
By: FIRST ALBANY CORPORATION,
Its General Partner
By: M. Burt L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
in the presence of:

Shirley S. Horsey
WITNESS

Shirley S. Horsey
NOTARY PUBLIC
[AFFIX NOTARY SEAL] 10-10-10

BEKKERS IMPORT CORPORATION
By: [Signature] L.S.
Title: pres.

DIVINE, FINNEY & DOROUGH, PC
ATTORNEYS AT LAW
600 N. JACKSON STREET
POST OFFICE BOX 64
ALBANY, GEORGIA
31702-0064

Signed, sealed and delivered
in the presence of:

Jeanette Daught
WITNESS

Eric S. Belding
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
EXPIRES 10/12/2008

H. Pace Burt, Jr. L.S.
H. PACE BURT, JR.

Signed, sealed and delivered
in the presence of:

Shirley S. Horsey
WITNESS

Shirley S. Horsey
NOTARY PUBLIC 10-10-10
[AFFIX NOTARY SEAL]

ALBANY REALTY COMPANY
By: Charles Daniel Belding L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
in the presence of:

Jeanette Daught
WITNESS

Eric S. Belding
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
10/12/2008 - EXPIRES

WESTOVER APARTMENTS, LP
By: **FIRST ALBANY CORPORATION,**
Its General Partner
By: M. Burt L.S.
Title: President
Authorized Signature

Signed, sealed and delivered
in the presence of:

Shirley S. Horsey
WITNESS

Shirley S. Horsey
NOTARY PUBLIC
[AFFIX NOTARY SEAL] 10-10-10

BEKKERS IMPORT CORPORATION
By: [Signature] L.S.
Title: Pres.

DIVINE, FINNEY & DOROUGH, PC
ATTORNEYS AT LAW
600 N. JACKSON STREET
POST OFFICE BOX 64
ALBANY, GEORGIA
31702-0064