

December 9, 2008

Home Owners,

Many of you moved into the Denmoore community because of the Restrictive Covenants that exist. Every homeowner that purchased a home signed the Restrictive Covenants with the obligation to abide by them.

Over the last two years, the board, has done our best to be courteous to remind homeowners of reported problems that do not fall in line with the covenants.

We are taking this time to highlight some of the key covenants. To support homeowners expectations, the board will enforce them to the fullest.

Some key covenants that make this a desirable community to purchase a home.

- **Speed limits**, please watch your speeds, they are 20 mph at the entrance and 15 mph at the retaining pond where many children play.
- **Street parking**, this is not permitted as these are public roads. Please park your cars or visitor cars in your driveway.
- **Pets**, Catoosa County has a leash law. Pets are not permitted to roam the subdivision. No more than 4 pets per household (cats/dogs). No dog larger than 50 lbs. permitted without consent of the DPOA board. Owners must pick up waste after their pet on another's property, this includes any subdivision common areas, such as the retaining pond. (See more details in Restrictive Covenants document)
- **Lawn maintenance**, it is required that you keep your yard mowed, weeded, bushes and trees trimmed. All yards must maintain Bermuda grass at all times to keep front yards consistent and uniform in appearance.
- **Additional buildings, permanent fixtures and fences**, these need board approval. If you do not have approval, we may ask that you remove the structure(s). This includes fences.
- **No multiple family dwellings**.
- **No recreational equipment** such as trampolines, batting cages, basketball goals will be allowed to reside in the front of a home.

- **No vehicles, trucks** (larger than a pick-up) motor homes, boats or trailers can be parked in the subdivision.
- **No yard or garage sales.** Denmoore schedules a community yard sale, once per year.
- **DHOA fees** are due each year of \$350. If not paid a warning letter will be sent. If arrangements cannot be made for payment, the DHOA will engage our lawyer to place a lien on the property.
- **Trash receptacles** to be stored in an inconspicuous place.
- **Pool use**
 - Any person supervising minors must be a homeowner, and at least 18 years or older
 - Any guest must be accompanied by the homeowner
 - If a homeowner is inviting guests please be considerate of other homeowners that would like to enjoy the pool
 - If you are inviting more than 5 guests per family (homeowner) please reserve the pool
 - The children's playground has a sign posted that indicates only children 100 lbs. and under, along with a maximum capacity to maintain safety

Any homeowner who rents/leases their property; your renter/leasee is subject to abide by these covenants. Should the renter/leasee not practice these covenants you will be contacted and corrective action will be taken.

Next DPOA meeting will be February 23, 2009, 6:30 pm at 215 Champagne.

Sincerely,

Al Scruggs, DHOA President



<u>Executive Board Officers</u>			
Office	Name	Address	Phone
President	Al Scruggs	215 Champagne Circle	861-3130
Vice President	Roy McAnanully	355 Champagne Circle	866-8493
Secretary	Jeanne DeRose	117 Champagne Circle	861-7419
Treasurer	Ray Mullinax	63 Champagne Circle	861-4223

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ORIGINAL PREPARATION BY WAYNE DENHAM

REVISED PREPARATION BY:

Denmoore Property Owners Association Executive Board
P.O. Box 5413
Ft Oglethorpe, GA 30742

CATOOSA COUNTY GEORGIA

Filed and recorded in this office

July 8, 2004 11:30 AM
Recorded in Deed Book 1108 Page 272

NORMAN L. STONE, Clerk

✓ pickup

Restrictive Covenants for Denmoore Subdivision

Denmoore Development, Inc., a Georgia Corporation, and hereinafter referred to as Developer, is the lawful owner in fee simple of all lots of Denmoore Subdivision, as recorded in Flat Book 18 Page 5, in the Register's Office of Catoosa County, Georgia desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more said lots does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

NOW THEREFORE, DENMOORE, do hereby name item one (1) to read as follows:

1. All of said lots in said subdivision shall be, and be known and described as: Residential lots, and no structure shall be erected, altered and placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage with doors which may also be located in the basement, and which must be for a minimum of two cars. No carports are permitted.
2. No residence shall be designed, patterned, constructed, or maintained to service for the use of more than one family and no residence shall be used as a multiple family dwelling at any time, nor used in whole or part for any business service or activity, or for any commercial purpose, nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
3. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 10 feet to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure other than a swimming pool, appropriate pool facilities, outdoor fireplaces, etc. of approximately ground level construction shall be located nearer than 25 feet to any rear lot line.
4. It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of

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utilities serving other lands. However, developer does hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and developer reserves the exclusive right to grant, transfer and convey these rights to others.

5. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All owners of pets shall abide by the lease laws. Any trucks larger than pick-ups or personal type vans are not permitted to be parked in subdivision. All boats, boat trailers, campers, motor homes, etc. must be enclosed inside garage. All basketball goals, skateboarding ramps, batting cages, trampolines any other recreational sporting equipment will be maintained at all times in the rear of the residence in an area with minimum visibility from any street or roadway and in an area which is least conspicuous to neighboring properties - to the extent practical.
6. Satellite dishes shall not be allowed, except the 18" small satellites. No radio towers or TV antennas are allowed. Satellite dishes must be placed in the location that is least visible to public view and may be installed by the owner in order of priority listed below.
 - (A) Back yard ground or back yard deck; if an acceptable signal cannot be received in this location, then
 - (B) Soffits on rear of house; if an acceptable signal cannot be received in this location, then
 - (C) Rear portions of the roof; if an acceptable signal cannot be received in this location, then
 - (D) Approval must be given by the Denmoore POA Executive Board regarding the placement of the satellite dish.
7. No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph (7) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as the developer and builders are engaged in the development and marketing of the subdivision and/or in the subdivision and/or in the construction or residences on lots in the subdivision.
8. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.
9. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps and basements (whether finished or not), set forth below:
 - (A) All one level residences to be a minimum of 1800 square feet.

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- (B) All other style residences to be a minimum of 2100 square feet.
10. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. No more than one dwelling shall be erected on any one of said lots and any building on the premises shall be made of Georgia State approved stone, brick or vinyl siding with feature sections approved by the developer. All foundation elevations shall be brick, stone, or stone finish. All blocks on residence must be brick or stone. All fireplaces must be enclosed to ground level. Each dwelling must have a uniform mailbox approved by the developer installed by the owner or contractor at the time of construction and before the house is occupied.
 - A. Developer reserves the right to install fencing at the easement lots bordering on subdivision perimeter. Excluding lots bordering easement all other perimeter lots will have uniform brick, wood, or vinyl fence approved by the developer and installed by the builder or owner.
 - B. All houses to be constructed using wood, vinyl or clad windows.
 - C. All fireplace chases visible from front elevation of house to be stone, brick, stone or vinyl siding.
 - D. All front and side street lawns to be sodded with Bermuda or zoysia sod. Landscape plan to be approved by the developer and installed within 90 days of completion of house or occupancy.
 11. It shall be permissible for developer to rearrange boundary line lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
 12. Each residence constructed upon a lot must be served by a driveway, paved with concrete or material approved by the developer.
 13. Each and every lot shall have constructed, a sidewalk set one (1) foot back from the curb one foot strip shall be sodded to match yard and void of any other landscape. This sidewalk must be 3 feet wide and built to uniform standards. Sidewalks are to be constructed by the owner or builder of the lot, at the end of his construction.
 14. No bathhouses or other buildings will be permitted to be erected or maintained without the written approval of developer of its location, style materials and size.
 15. Before any construction is carried out upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to the Denmore POA Executive Board, and written approval thereof by the Executive Board must be procured. Because of the developer's and Property Owners Association's intense concern that all of said lots develop into a subdivision of character and good taste, many factors will include, among other things, such consideration as; how the architectural style fits in with the other homes constructed in the subdivision, landscaping, roof pitch, masonry and siding material, window placement, driveway and garage door location and the like. A roof pitch must be minimum 8/12 unless otherwise approved by the Denmore POA Executive Board.

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16. No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots herein the above described, or to roam at large on any of the streets bordering the same. A maximum of four household pets (dogs, cats, etc.) may be kept provided they are not bred or maintained for commercial purposes. Any pet so kept must be kept in a fenced area or under the control of its owner at all times. For the safety and protection of all residents of Denmoore, each property owner will adhere to any and all pet leash laws, making sure to not allow their pets to roam freely in the neighborhood. No Pit Bulldogs or animals that are deemed by the Executive Board to be vicious, dangerous, a nuisance, or a health hazard to any resident shall be allowed to be maintained on any lot. Owners shall obtain consent from the Executive Board to maintain dogs that weigh or will weigh over 50lbs during their adult life. No more than two doghouses may be maintained on any one lot. Additionally, pet owners should ensure that their pets do not relieve themselves on any other property owner's lot, any sidewalks, roadways or other neighborhood association common areas. Accidents must be cleaned up by the owner of the pet immediately. Property owners who repeatedly violate this covenant will be reported to the Denmoore POA Executive Board for appropriate resolution of the problem.
17. Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and Subdivision ordinances or regulations in effect thereon.
18. All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris be removed when needed). Tree limbs, rocks and other debris must be kept out of the street. In the event that an owner fails, of his own violation, to maintain his/her lot in a neat and orderly condition, after an initial attempt to notify the property owner to rectify the disorderly condition of his property, the Denmoore Property Owners Association or persons hired by the Denmoore Property Owners Association may enter upon said lot without liability and proceed to put said lot into a neat and orderly condition billing the appropriate fee, as set forth in the Denmoore Bylaws, for such work to the owner of said property. All property owners in the subdivision are requested to aid in keeping cars, trucks, delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete and building materials while residence is under construction.
19. The Property Owners Association reserves the right to make deviations or variances from these Covenants in the case of conditions which may develop in the Subdivision which may necessitate said deviation or variance in order to facilitate reasonable full use and development of a lot or lots. The Property Owners Association further reserves the right to consent to or waive a minor violation of these Covenants for the purposes set forth herein. Any deviation, variance or waiver as contemplated herein shall be in writing and shall be recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia. A waiver, variance or deviation from one Covenant or for any particular

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situation shall not constitute or guarantee a waiver, variance or deviation under the same or similar circumstances in the future.

20. No sign of any type or nature may be displayed to the public view on any lot except signs of not more than five square feet advertising the property for sale or lease or signs used by the builder to advertise the lot during the construction sales period. This excludes security signs and signs approved by the Executive Board for use to promote Property Owners Association meetings, prohibit soliciting, etc.
21. Any damage done to street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the owner or contractor during the time of construction. Major damage to the driveway and/or internal sidewalks of the property of any lot must be repaired immediately at the expense of the builder or owner.
22. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and materials in such fence must be approved by the Denmoore POA Executive Board. All fences facing any roads must be no more than six (6) feet in height. In the case of corner lots, no fence will be allowed closer to the side street than the corner of the house.
24. All propane tanks are to be buried.
25. No noxious or offensive activities, including those which are a nuisance as to noise, odor or sight, shall be carried out upon any lot or the common properties of the subdivision, nor shall anything be done thereon which might be or may become an annoyance or nuisance to the neighborhood. There shall be no junkyards or automobile parts or similar storage on any lots in the Subdivision, nor shall any lot be used for the operation of an automobile workshop; nor shall any immobile or inoperative vehicle be maintained upon any lot or any street of the Subdivision. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
26. Wooden style playhouses are permitted; however, they must be located in the rear of the lot (behind the house), with a minimum visibility from any street or roadway. Maximum total height of the structure, including any attachments shall not exceed thirteen (13) feet above the ground.
27. No yard sale, garage sale or other similar sale may be conducted on any lot or lots or on any common facility of the subdivision. No more than once per year the Denmoore Property Owners Association Executive Board may organize a community wide event and will secure a location off premises for this event to alleviate congested roadways.
28. Any and all fines, fees or costs authorized to be levied and/or imposed by these Covenants shall be according to a fine/fee schedule adopted by the Property Owners Association from time to time. Said fines and fees shall be assessed and have the weight and authority, including attachment of said fee or fine as a lien against the owner's lot, as described in the bylaws of the Property Owners Association.

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29. No vehicle of any type (including but not limited to automobiles, trucks, campers and trailers) may be parked or maintained on the right of way of roads in the Subdivision.
30. Holiday decorations, which are temporary in nature, do not require Denmoore POA Executive Board approval. Holiday decorations may be put up thirty days prior to the holiday and must be removed thirty days following the holiday.
31. All statues and other free standing structures including, but not limited to benches, fountains, bird baths, birdhouses, water pumps, religious statues, etc., are subject to approval by the Denmoore POA Executive Board. Requests for these items should be made in writing to the Denmoore POA Board.
32. Trash Containers must be stored in an inconspicuous place. All rubbish, debris or any other substances shall be maintained in a trash receptacle until such time as garbage has been removed from the property.

Community Areas

The Denmoore Property Owners Association is to maintain all community and common area property including the pool, pool house, island, walls fences, pond and surrounding grassy area and street lights, etc. The Denmoore Property Owners Association (DPOA) was formed in July of 2003. Membership in the Property Owners Association is mandatory by all lot owners. The Denmoore POA Executive Board will set all dues for maintaining and upkeep of the subdivision. Lots or unoccupied houses owned by builders will be assessed at a rate of 50% of the Property Owners Association assessment on houses owned by non-builders.

In the event that, for any reason, anyone or more of the forgoing protective covenants and restrictions to be construed by judgments or decree of any court to be invalid, such action in no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent by severable, and any one would have been adopted without the others.

Each and everyone of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of the said lots and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner occupant of the same until January 1, 2011 and shall be extended automatically to apply to each of said lots for successive period of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (66 2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Catoosa County, Georgia.

Neither the undersigned, nor any part of parties claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions and restrictions shall run with and be appertained and the said land and every part

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thereof as fully s if expressed contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon. .

If any party or parties shall violate or attempt to violate any of the covenants or restrictions provide for before January 1, 2011 or within the extended time as herein before provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from doing so, or to recover damages or other dues for such violations, including responsible attorneys fees.

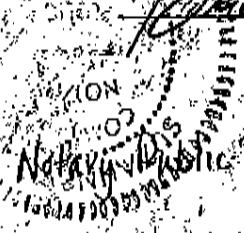
In lieu of or in addition to the foregoing remedies, the owner of the lot or lots which violates any one of these Covenants may be subjected to a fine according to the fine/fee schedule adopted by the Homeowners/Property Owners Association from time to time. Said fines and fees shall be assessed and have the weight and authority, including attachment of said fee or fine as a lien against the owner's lot, as described in the bylaws of the Property Owners Association. Any lot owner who is subjected to a fine as contemplated herein shall be entitled to appeal the assessment to the Property Owners Association prior to the levy and assessment of the fine being considered final. Any appeal of the assessment of a fine must be carried out within 30 days of the date the fine is assessed or the right of appeal granted hereby is waived.

Original Covenants and Restrictions were witnessed and notarized on June 8, 2001 in Hamilton County, Tennessee and recorded at the Catoosa County Courthouse on June 15, 2001 in Deed Book 812 on Page 382 by Normal L. Stone, Clerk. This updated version of the Covenants and Restrictions were approved by vote of the property owners of Denmoore at its annual meeting on May 1, 2004.

A copy of the original covenants as signed, witnessed and notarized may be obtained for a small fee from the County Courthouse.

Filed by: Brian H. Mayes, President
Denmoore Property Owners Association
May 1, 2004

Brian H. Mayes



Suzanne Bohler
Suzanne Bohler

Expires: July 11, 2006
Whitfield County, GA

Witnessed by: *David P. Bohler*

GEORGIA, CATOOSA COUNTY

CLERK'S OFFICE, SUPERIOR COURT

I hereby certify that the within instrument was

filed for record this 20th day of July 2009

at 11:30 o'clock A.M.

and recorded in Book 1158 page 272

this 20th day of July 2009

Thermon [Signature]

Clerk

[Faint, mostly illegible text from the document body]