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STATE OF GEORGIA
COUNTY OF MURRAY

PROTECTIVE COVENANTS

AGAINST

MORAVIA, PHASE 2

A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 14th day of August, 1992, by JAMES G. BROWN, hereinafter referred to as "Developer".

W I T N E S S E T H:

THAT WHEREAS, said developer is the owner of certain real estate located in Land Lots Nos. 168 and 169 in the 9th District and 3rd Section of Murray County, Georgia, as shown on subdivision plat recorded in the office of the Clerk of the Superior Court of Murray County, Georgia, in Plat Book 25, pages 135 and 136, and

WHEREAS, said land is known as MORAVIA, PHASE 2, a residential subdivision, hereinafter referred to as "Subdivision", and

WHEREAS, it is to the interest, benefit, and advantage of the developer and to each person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by the developer and each and every subsequent owner of any of the lots in said subdivision, said developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming through said developer, his successors and assigns, for a period of twenty (20) years at which time said covenants will terminate unless voted to be extended in whole or in part by the majority of the property owners in the subdivision at that time. In the event that any statute, ordinance, or zoning regulation conflicts with the provisions contained in these protective covenants, said statute, ordinance, or zoning regulation shall control.

PROTECTIVE COVENANTS:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes and no commercial activity of any kind shall be carried on upon any lot. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not less than two (2) nor more than

MURRAY COUNTY, GEORGIA

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Deed Book 206, Page 747

James Matthews

Clerk Superior Court

three (3) cars. All houses must be constructed by the guidelines for a Georgia Natural Gas Company "Energy Wise Home" or by the guidelines for a Georgia Power Company "Good Cents Home". Garages with entrances facing street must be fully enclosed with doors. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Southern Building Code or its successor. Under direct inspections of a governmental regulatory agency, construction may vary from that required by the Southern Building Code in order to conform to the current regulations of such governmental agency.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing location of the structure are approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corners of the principal building unless similarly approved. The erection of any hut, cabin, shed, barn, or other unsightly structure is strictly prohibited, but such prohibition shall not be construed to prevent owners from erecting a structure for pets, domestic animals or additional storage, provided the same is neat and painted in conformity with the dwelling of the owner. All outbuildings shall be located to the rear of the house and shall be the same or similar construction and material on the exterior as the dwelling house. Garages, whether attached or detached, shall be limited to three-car capacity. Garage shall be defined as a covered building having three fully enclosed sides. Approval shall be as provided in Section 13 hereof.

(a) Dwellings constructed in said subdivision shall, for each of the respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows:

(i) Dwellings of one story above ground level constructed on Lots 27, 32, 33, 34, and 59 shall contain, in the heated living area thereof (exclusive of basements, porches, and garages) not less than 1,600 square feet, and dwellings of one story above ground level constructed on all other lots shall contain, in the heated living area thereof (exclusive of basements, porches, and garages) not less than 1,800 square feet;

(ii) Dwellings of one and one-half story above ground level shall contain, in the heated living area thereof (exclusive of basements, porches, and garages) not less than 2,000 square feet;

(iii) Dwellings of two stories above ground level shall contain, in the heated living area thereof (exclusive of basements, porches, and garages) not less than 2,200 total square feet, inclusive of both stories;

(iv) Split level dwellings shall contain, in the combined heated living area of the intermediate and upper levels thereof (exclusive of basements, porches, and garages) not less than 2,000 square feet.

(b) Heated living area having clear head room of less than five (5) feet shall not be included with any computation or calculation of heated living area of any dwelling for purposes of this covenant.

(c) Any dispute or question pertaining to classification or architectural type, correct computation of square footage of heated living area, or any other matter of dispute or question pursuant to

this covenant shall be determined by the Architectural Control Committee, whose decision, or determination shall be conclusive and binding upon all parties.

3. BUILDING LOCATION. No building shall be erected on any tract nearer than thirty (30) feet to the front line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than twenty (20) feet to any interior tract line, or nearer than thirty (30) feet to any rear tract line provided that, should the minimum building setback line for any particular lot shown on the recorded plat above referred to be more or less than the minimum distances above noted, then the minimum setback lines reflected on said plat shall control as to such lot; and further provided that the Architectural Control Committee as hereinafter established shall have authority in its sole and independent discretion to reduce the minimum setback frontage of front and side street lines on any particular subdivision lot upon the request of that lot owner, and to reduce the minimum setback footage of any interior and/or rear lot line upon the request of that lot owner and with the consent of such adjacent property owner(s) as share the affected interior and/or rear lot line.

4. BUFFER ZONE. There shall be a thirty (30) foot buffer zone along the north line of Lots 29, 30, 31, 32, 33, 34, and 35 and the west line of Lot 30 of said subdivision. There shall be no clearing or cutting of trees in the buffer zone without the written consent of the Architectural Control Committee.

5. DRAINAGE AND UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated on the recorded plat.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no junk yards nor shall there be any abandoned automobiles on any of said lots. Any automobile or truck without a current valid license plate shall be considered an abandoned vehicle unless it is kept in an enclosed building. No commercial vehicles having more than six wheels shall be parked in public view within this subdivision after construction is completed, except for service vehicles making house calls. No dwelling erected on any tract shall be occupied for habitation until the exterior of said dwelling is fully completed, which shall be deemed to include, but not necessarily limited to, painting or staining of the dwelling exterior and completion of construction of driveway and walkway. There shall be no satellite disc, radio or television antenna which are visible from any location on another lot or street within the subdivision. No campers, boats, or motor homes may be parked outdoors on any lot nearer than the rear corners of the principal building.

7. TEMPORARY STRUCTURES AND OUTBUILDINGS. No structure of a temporary character, mobile home, manufactured home, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any tract at any time, either temporarily or permanently, as a dwelling. No shell home nor manufactured home shall be erected or placed on any lot in this subdivision. This provision shall not prevent the placement by developer of a temporary structure, such as a mobile home, upon said premises for his use as temporary offices during the period of development of said subdivision. Furthermore, auxiliary storage buildings may be placed or constructed upon any tract only upon the specific approval of the Architectural Control Committee, and must be located to the rear of any single family dwelling constructed upon any tract in said subdivision.

8. SIGNS. No sign of any kind shall be displayed to the public

view on any tract except one professional sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any tract.

10. PETS, LIVESTOCK, AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract, except that no more than an accumulative total of three dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. No Pit Bulldogs or other such animals considered harmful to the residents of the subdivision shall be allowed. Pets that are kept indoors at all times are not considered household pets and the number of such indoor pets shall not be limited. Pet owners shall be responsible for the activities of their pets and must be responsible for all damage caused by such pets.

11. GARBAGE AND REFUSE DISPOSAL. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from intersection of the street lines; or in the case of a rounded property corner, from the intersection of the street property lines if extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

13. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee shall be composed of JAMES G. BROWN and DENISE L. BROWN and any other individuals which they may choose to place thereon. Until JAMES G. BROWN and DENISE L. BROWN relinquish control, such additional individuals can be removed at any time by them. The Architectural Control Committee may at any time designate a single representative to act for it. It is the intention of JAMES G. BROWN and DENISE L. BROWN to relinquish control over said Architectural Control Committee when development of this phase and all future phases have been completed. However, it shall be in their discretion to determine when such development has been completed. At such time as they choose to relinquish control over the Architectural Control Committee, then the property owners in this phase and in future phases of this subdivision shall by majority vote determine the composition and organization of such new committee and shall elect successors therefor.

(b) PROCEDURE. All proposed building plans shall be submitted to the Architectural Control Committee in duplicate, one copy of which shall be retained by the committee for its file and the other returned to the applicant with either approval or disapproval indicated thereon. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its

designated representative fails to approve or disapprove the plans within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. All amendments to the plans shall be submitted to and approved by the Architectural Control Committee in accordance herewith.

14. RESUBDIVISION. Resubdivision of the tracts shown upon the aforesaid plat of survey shall be permitted only if the same does not operate so as to permit the construction of more than one single family dwelling per numbered tract shown upon the aforesaid plat of said subdivision. However, it will be permissible for one dwelling to be constructed upon two lots.

15. MAINTENANCE OF LOTS.

(a) The grounds of each lot (whether vacant or improved) shall be maintained in a neat and attractive condition.

(b) Upon the failure of the owner to maintain his lot (whether vacant or improved) in a neat and attractive condition, the Architectural Control Committee, or its authorized agents, employees, or subcommittee, may after sixty (60) days written notice to such owner, enter upon such lot and have the grass, weeds, and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs, and other plants and trash removed therefrom.

(c) Such owner shall be personally liable to the Architectural Control Committee for the cost of any cutting, clearing, maintenance or removal described in subparagraph (b) of this Article determined by the Architectural Control Committee to be necessary, and the liability for amounts expended for such cutting, clearing, and maintenance shall be enforceable by the Architectural Control Committee by any appropriate proceeding in law or in equity. All costs incurred by the Architectural Control Committee on behalf of such owner shall be reasonable.

(d) Although notice given as hereinabove provided shall be sufficient to give the Architectural Control Committee or its designated agents, employees or subcommittee the right to enter upon such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

16. MISCELLANEOUS PROVISIONS.

(a) No tract or part thereof shall, except at the sole and exclusive option of the Architectural Control Committee, at any time during the term of these covenants be used for road or street purposes, whether public or private; provided, however, that this covenant shall not be construed to prohibit the construction and maintenance of a driveway for purposes of providing ingress and egress from public streets in said subdivision to the residences to be constructed in said subdivision.

(b) The following additional construction standards shall be observed:

(i) No exposed concrete or concrete block shall remain on any exterior wall above ground level.

(ii) All foundations shall be fully enclosed at the exterior walls, no pier-type foundations or unenclosed foundations shall be permitted.

(iii) All driveways must be of concrete construction only (no gravel shall be permitted unless written consent is obtained from the Architectural Control Committee); and concrete driveways must be poured with a minimum thickness of four (4) inches. All driveways shall be not less than twelve (12) feet in width, and shall run from the pavement line on the street frontage of each lot to the garage located upon each individual building lot.

(iv) No gateways, entry structures, nor mailbox structures shall be erected at the driveway entrance to any tract until the design and location of the same have been approved in accordance with the procedural requirements set forth in paragraph (b) of Article 13 of these covenants.

(v) No poles for installation of private lighting shall be located or placed forward of the building setback lines which are in effect for said lot.

(vi) The owner of each individual tract shall, upon completion of a dwelling upon said tract, provide concrete return corners at the point or points of intersection of his private driveway with the public street whereupon his tract fronts in said subdivision, which return corners shall be joined in workmanlike manner to the concrete curbing installed by the developer on each pavement line of each street in said subdivision. If the owner should fail to do this the Architectural Control Committee shall give notice thereof in writing to the owner or owners for the remedy of such breach. In the event that such breach shall not be remedied within such ten (10) day period, the Architectural Control Committee or any other owner in said subdivision may commence any action at law or in equity as may be permitted to enforce this covenant.

(vii) All swimming pools must be totally enclosed by fences which are adequate to prevent unsupervised children from entering therein.

(c) No firearms shall be unlawfully discharged upon any tract at any time, and no "target practice" or contests of marksmanship shall be conducted at any time.

(d) Motorcycles, motorbikes, and like equipment and machinery maintained for the personal use of any property owner or member of his family shall be stored in an enclosed building and may be operated upon the public streets in said subdivision, but may not be operated in any location other than the tract owned by the person or persons maintaining such vehicle or permitting the same upon their tract in said subdivision.

(e) No cutting or other destruction of trees shall be permitted without the written consent of the Architectural Control Committee established by these covenants.

(f) Log houses of any type shall not be constructed or permitted on any of the lots in said development.

17. ENFORCEMENT. Enforcement of the covenants and restrictions contained herein and any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants,

restrictions, or other provisions, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the owner or owners to enforce any charge or lien arising by virtue hereof. Any failure by the developer, the Architectural Control Committee, or any owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

18. SEVERABILITY. Invalidation of any one of these covenants by judgments of court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this document is signed and sealed on the date and year first above written.

James G. Brown (SEAL)
JAMES G. BROWN

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Harvey G. Calhoun
Notary Public
PUBLIC
COUNTY