

COUNTY OF HARRIS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 13 day of September, 2007 by **Daniel Hodge Homes, Inc.**

WITNESSETH

THAT WHEREAS the above named is owner of the subdivision known as Moss Creek and being a subdivision of that certain tract or parcel of land situated, lying and being in Harris County, Georgia and being part of Land Lot 43, 19th District, Harris County, Georgia.

WHEREAS, it is to the interest, benefit and advantage of the Subdivision Owner and to each and every person, who shall hereafter purchase a lot in said subdivision that certain protective covenants governing and regulating to 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 of the benefits to be derived by the subdivision owner 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 under and through the subdivision owner until December 31, 2027, at which time the said covenants may be extended or terminated in whole or in part as hereafter provided, to wit;

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. 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 stories in height, a private garage for not more than three cars and a utility storage building, all to be approved by the Architectural Control Committee.
2. **ARCHITECTURAL CONTROL:**

(A) BUILDING AND FENCES. No building, including but not limited to storage or utility buildings, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as provided in 16 below. Where a house has more than four exterior corners, the determination as to which corners are the rear corners shall be made by the Architectural Control Committee and its decision shall be final. No fence shall be erected, placed, altered or allowed to remain on any lot nearer to any street than the rear corner of the house. No fence shall exceed 6 feet in height. Every chain link or other metal fence must be black plastic coated or painted with permanent black paint, and acceptable to the Architectural Control Committee. Where wooden fences are allowed the side exposed to the street(s) shall be smooth or finished side with no posts exposed unless otherwise approved in writing by the Architectural Control Committee. No trees with a base diameter of 8 inches or greater shall be cut down or removed without approval of the Architectural Control Committee.

3. **DWELLING, COSTS, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than \$95,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main floor structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling, nor less than 750 square feet for a dwelling of more than one-story, using outside dimensions.
4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line showing on the recorded plat. In any event no building shall be located on any lot nearer than 50 feet to the front line, or nearer than 50 feet to any side street line. No

building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot nearer than 35 feet to the rear lot line. However, due to the unusual topography of this land, the Architectural Control Committee reserves the right in its sole discretion to alter or waive any portion or all of this restriction. For the purpose of this covenant, eaves, steps, patios and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot area of less than 40,000 square feet.
6. **EASEMENTS.** Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front 10 feet and rear 10 feet of each lot.
7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All motor vehicles owned, leased or used by any resident or kept on the premises shall be currently licensed and maintained in proper operating conditions so as not to be a hazard by noise, exhaust emissions or appearance. All motor vehicles including trail bikes, all terrain vehicles and motorcycles shall be driven only upon paved streets and driveways.
8. No structures including garages, fences, outbuildings, driveways, storage sheds, tool sheds, greenhouses, etc., shall be erected or permitted to remain on any lot nor on any tract allocated to a residential structure; prior to the erection of a residence thereon.
9. No sign of any character or description, nor advertising matter of any kind shall be displayed or placed upon any part of the property with the exception of "For Sale" or "For Rent" signs, applicable to the lot where located, which sign must not exceed 2 x 3 feet in size, and may display only the phrase "For Sale" or "For Rent" together with the name and telephone number of the owner or his agent. All signs must be professionally printed. In no event shall a "For Sale" or "For Rent" sign display or refer to a dollar amount or price.

10. No mobile home, modular home, manufactured home, trailer, structure moved from another location, basement, tent, shack or any structure of temporary character shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any such be located on any lot.
11. **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 excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for (i) horses and (ii) dogs, cats or other household pets provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not become an annoyance or nuisance to the neighborhood. Each owner shall bear sole responsibility for any such animals and for compliance with all federal, state and local statutes, ordinances and regulations with regard thereto.
 - (A) **HORSES:** With respect to horses an owner may keep only one horse per 80,000 square feet owned by the respective owner on this subdivision. No horse shall be allowed to graze, stray or run at large on any diversely owned lot except with the express written permission of the diverse lot owner and no more than one horse per 80,000 square feet may be maintained on any lot.
 - (B) No barns, stalls sheds, out buildings, troughs, fences or any other structures used in connection with maintaining a horse or horses, shall be erected, placed or altered on any lot until construction plans and specification and a plan showing the location have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location.
13. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage disposal of such material shall be kept in a clean and sanitary condition.

- (A) **SEWAGE DISPOSAL.** No individual sewage disposal shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.
14. **ANTENNAS.** No transmitting or receiving antenna (including, but not limited to satellite dishes and ham radio antennas) shall be constructed, erected, or allowed to remain on any lot nearer to any street than the rear corner of the house. All satellite dishes, equipment, support towers, etc. that are installed must be black in color.
- (A) **MAILBOXES AND NEWSPAPER TUBES.** Only mailboxes and newspaper tubes or design approved by the Architectural Control Committee will be permitted. The area between mailbox and pavement will either be graveled, asphalted or paved.
15. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection or the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sign-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such distances of such intersections unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.
16. **ARCHITECTURAL CONTROL COMMITTEE.**
- (A) **MEMBERSHIP.** The Architectural Control Committee is composed of:
- Daniel E. Hodge, Jr.

A majority of the committee may designate a representative to act for it. In the event of death of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Four years after the date of recording of these covenants, at anytime, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(B) **PROCEDURE.** The committee's approval or disapproval as required in the covenants shall be in writing. In the even the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans an specifications have been submitted to it, or 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 compiled with.

(C) **PLAN APPROVAL.** Two sets of plans for the proposed home on each lot must be submitted to the Architectural Control Committee for approval prior to building start up. Each plan will be reviewed for the following: exterior building materials, exterior colors, general appearance of the house and compatibility with the neighborhood.

17. **STREETS.** All lots shall be sold with the provision that the county may at any time raise or lower the street surfaces and that such action on the part of the county shall in no way be considered as a basis for a claim for damages to the abutting property.
18. **VEHICLES.** All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or appearance. All trucks having more than 6 wheels must be parked in the rear of the house and in no event shall more than two such trucks be parked at one time in the rear.
19. **CLOTHES LINES.** No clothes lines or drying yards shall be permitted.
20. **TERM.** These covenants are to run with the land and shall binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants

are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. **DRIVEWAYS.** Driveways must be paved or asphalted the entire length of the driveway.
22. **WINDOWS AND DOORS.** There shall be no silver finished aluminum windows or doors permitted. Factory painted or anodized finished aluminum may be used subject to approval as to color by the Architectural Control Committee.
23. **CONCRETE BLOCK.** No exposed concrete block or cinder block will be permitted in the principal residence, out buildings or retaining walls on any lot.
24. **EXTERIOR WALL FINISHES.** At least 65% of the exterior walls of the principal residence will be of brick masonry construction. The brick must be manufactured by Boral Bricks. There will be no exception unless authorized in writing by the Architectural Control Committee.
25. **CONCRETE.** No waste concrete will be deposited in the ditch easement or on the adjoining property. It will be the responsibility of the general contractor to clean up all waste concrete.
26. **CONSTRUCTION AND CONTRACTORS.** All licensed building contractors must be approved by the Architectural Control Committee. A list of the approved building contractor will be furnished to the purchaser at the time of the closing of the lot. The purchaser clearly understands that the approved contractors are limited to these individuals. There will be **NO EXCEPTION!** During construction, appropriate steps shall be taken by builders so as not to damage trees, paving, curb and gutter or other improvements. All vehicles involved in construction, including those delivering supplies, must enter and leave each lot at its respective permanent driveway location. All building debris, concrete, stumps, etc. shall be removed by the builder as often as necessary to keep the house and lot attractive. No dumping of any such materials shall be permitted within the subdivision. During construction and until the completed home is sold, the builder shall keep builder's respective homes, garages and grounds clean and sightly and shall keep yards neat and cut. In the event contractors and builders fail to comply with

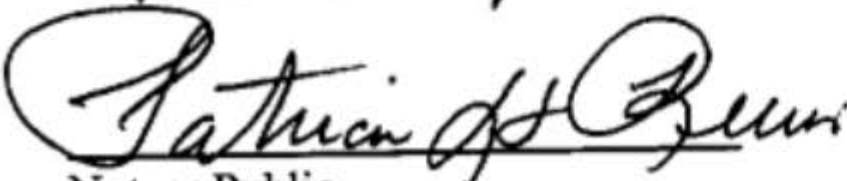
the foregoing, the Architectural Control Committee may revoke such contractors status as an approved builder and suspend further work until satisfied that compliance will be obtained.

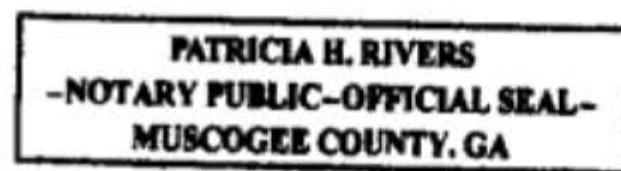
27. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
28. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any or the other provisions which shall remain in full force and effect.
29. **HUNTING AND FIREARMS.** No hunting or discharging of firearms will be permitted.

DANIEL HODGE HOMES, INC.

By: 
Daniel E. Hodge, Jr. - President

Signed, sealed and delivered this
the 13 day of September, 2007.


Notary Public



My Commission Expires September 8, 2011