

156-1585

Towns County, Georgia
Clerk's Office Superior Court
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In Book No. 229 Page 228-
Cecil Dye, Clerk 230

GENERAL COVENANTS AND RESTRICTIONS
FOR
MOSSY OAKS SUBDIVISION PHASE I

THIS DECLARATION, made this 30 day of October, 2001 is made by SHANNON BRYSON & ROGER MURPHY (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of property known as Mossy Oaks Subdivision, described as follows:

All that tract or parcel of land lying and being in Land Lot 33, 18th District, 1st Section, Towns County, Georgia and being Lots One (1) through Ten (10) of Mossy Oaks Subdivision Phase I as shown on a plat of survey by Northstar Land Surveying, Inc. dated 10/8/01 and recorded in Plat Book 26 Page 284 Towns County records which description on said plat is incorporated herein by reference.

WHEREAS, it is to the interest, benefit and advantage of the Developer and of each and every owner who shall hereafter purchase a lot of said property, that certain protective covenants, conditions, restrictions, and easements governing and regulating the use and occupancy of the same be established, set forth and declared.

NOW THEREFORE, Developer declares that the real property described above is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

1. No commercial sign except real estate brokers sign of "For Sale" or "For Rent" or such signs as may be required by legal proceedings shall be erected or maintained on any lot.
2. No business or commercial activity shall be conducted on or from any lot which solicits the presence of the general public upon said lot for the purpose of purchasing goods or services. Provided, however, that nothing herein shall be construed as prohibiting the Developers, their successors or assigns or agents thereof, from constructing one or more dwelling or model residences, and using said subdivision and exhibiting the same or inviting prospective purchasers to the same, for the purpose of making said sales.
3. All lots are restricted for single family residential use only. Only one such residence shall be erected on any one lot, however the owner of any lot may erect a detached garage so long as the structure is fashioned in appearance and likeness to the design of the main residence.
4. No wrecked or unlicensed motor vehicle, trailer, junk, or old appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored enclosed in a building so as not to be subject to view by lot owners or from subdivision roads.
5. No mobile homes, modular homes, factory manufactured, house trailers, campers, tents or any structures that are not permanent, shall be placed on any lot. After residence is constructed, recreational vehicles (RV's) and motor coaches must be stored within an enclosed structure fashioned in appearance and likeness to the design of the main residence while not in use.
6. With regard to setback lines, see Towns County Subdivision Ordinance.
7. No house shall be erected with heated floor area of less than 1,200 sq. feet on main level and not less than 1,200 sq. ft. total in main house exclusive of garages, carports, screened areas, porches, terraces and decks.
8. All telephones, electric or other wire of any kind shall be installed underground.
9. All permanent dwellings shall be made of any permanent type of exterior except bare concrete block walls or bare poured concrete walls. All exteriors, including foundations, shall be completely covered by a permanent exterior finish, such as stucco, stone, brick or wood and done in base colors of earth tones. Any and all wood exteriors must be painted or stained using low

luster earth tones, and shall be no darker than mid-range on a scale of light to dark, or treated for weathering where a natural weathered appearance is desired. Shutters and trim may be a contrasting color if kept within a mid-range scale, and are done to match earth tones. All building debris shall be cleaned up and removed from the lot and a reasonable amount of landscaping (such as removal of excess dirt, leveling or terracing of yards) shall be completed within a one year period of time from start of the house.

10. It shall be the responsibility of each lot owner to prevent the development of a noxious, unclean, unsightly or unkempt condition of building or grounds on said owners lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area; provided, however, that conditions which are normal, usual or customary to similar construction shall be permitted during the actual period of construction or improvements on any lot subject to the time limitation in Paragraph 9 above. Unimproved lots shall be kept in a reasonably neat fashion. The Developers reserve the right to perform work if the owner does not and the owner agrees to pay a normal and reasonable fee for this work.

11. The accumulation of any garbage or refuse on any lot is prohibited. All garbage containers must be kept out of sight until the appropriate day of pickup, and then promptly returned to an enclosed building.

12. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that usual household pets may be kept. All animals shall be kept only for personal enjoyment and shall not be permitted to constitute a nuisance nor to be involved in any commercial activity or bred for commercial purposes.

13. No chain link fencing allowed. Fences made of wood, brick, or stone are permitted, so long as they are done in earth tone colors that compliment the main residence. Maintenance of said fence is the responsibility of the owner.

14. Exposed antennas and satellite dishes must not be visible from the street. Compressors for central air conditioning units and play equipment must be located where such units have a minimum visual impact on adjacent properties.

15. The Developer hereby reserves the right (without obligation) to dedicate the subdivision road right of way to an appropriate governmental agency.

16. Unless waived by the Developer in writing, no lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision.

17. The covenants, restrictions, easements, reservations, terms and conditions contained in the declaration, shall run with the land and shall be binding upon all lot owners and their heirs, successors and assigns; provided, however, that the Developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Towns County Superior Court, and all such amendments shall be binding upon all lot owners. Every purchaser or grantee of any interest, of any real property made subject to this declaration, by acceptance of a deed or other conveyance, therefore, thereby agrees that this declaration may be amended as provided for in this section. No such amendment shall be less restrictive than the original covenants and any pre-existing use or condition in compliance with the covenants, prior to Amendment, shall not be deemed to be a violation of the covenants as amended.

18. Enforcement of these covenants, restrictions, easements, reservations, terms and conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both. Either the undersigned Developer, or any successor in title to the undersigned Developer, of any of the property affected hereby may institute such proceedings. Invalidation of any one of the provisions of this instrument by a judgement or order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed on the day first set forth above.

Shannon Bryson
SHANNON BRYSON

Signed, sealed and delivered
In the presence of

[Signature]

WITNESS

Patricia A. Swanson

NOTARY PUBLIC
PATRICIA A. SWANSON
NOTARY PUBLIC
TOWNS COUNTY, GEORGIA
COMM. EXPIRES
JUNE 3, 2005

[Signature]
ROGER MURPHY

Signed, sealed and delivered
In the presence of

[Signature]

WITNESS

David Powell
NOTARY PUBLIC

NOTARY PUBLIC
TOWNS COUNTY, GEORGIA
COMM. EXPIRES
JUNE 3, 2005