

new

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOORMAN LAKES SUBDIVISION
OF LAND LOT ____, ____TH LAND DISTRICT
TIFT COUNTY, GEORGIA

[LOTS]

STATE OF GEORGIA,
COUNTY OF TIFT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and published this ____ day of _____, 199__, by _____, a corporation organized and existing under the laws of the State of Georgia, with its principal office and place of business in Tifton, Tift County, Georgia, [hereinafter "_____"]

W I T N E S S E T H:

WHEREAS, ____ is the owner of the following described property:

All that tract or parcel of land situate, lying and being in the County of Tift, in the State of Georgia, being a part of Land Lot ____ in the ____th Land District of Tift County, Georgia and being more particularly described as follows:

WHEREAS, it is to the interest, benefit and advantage of Owner and to each and every person who shall hereafter purchase any lot within the said subdivision that certain covenants, conditions and restrictions governing and regulation the use and occupancy of the same be established, set forth and declared to be covenants, conditions and restrictions running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Owner and each and every subsequent owner of any of the said lots, Owner does hereby set up, establish, promulgate and declare the following covenants, conditions and restrictions to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; with these covenants, conditions and restriction becoming effective immediately under ant through Owner and being effective until thirty-five (35) years from date at which time the same may be extended or terminated in whole or in part as hereinafter provided:

1. LAND USE AND BUILDING TYPE. No lot shall be utilized for any purpose except residential purposes. No building or dwelling unit of any nature shall be constructed, erected, placed, altered, or permitted to remain on any lot other than one detached single-family dwelling not in excess of two and one-half stories in height [exclusive of any basement] plus a private residence garage for motor vehicles and plus such residential accessory buildings as may be approved by the

Architectural Control Committee. No garage or permitted accessory building shall be constructed, erected, placed, altered or permitted to remain upon any lot which is not constructed of the same material as the dwelling located upon said lot unless prior approval is obtained from the Architectural Control Committee.

2. ARCHITECTURAL CONTROL. No building, dwelling unit, fence, wall or other structure of any nature shall be constructed, located, erected, placed, altered, or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the proposed structure upon the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location including relationship with topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. Any residence erected or placed on the above-described property shall have a minimum of 1800 square feet of heated living area, excluding carports, porches and garages.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to any side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line or waterfront. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear of the lot line. For purposes of this provision, eaves, steps, carports and open porches shall not be considered as a part of a building or manufactured home; provided however that this shall not be construed to permit any portion of a building or manufactured home to encroach upon another lot.

5. STRUCTURE LOCATION. No fence, wall, swimming pool, or other structure of any nature shall be constructed, erected, placed or permitted to remain on any lot nearer to any street, lot line or waterfront than the minimum setback lines established for said property unless similarly approved by the Architectural Control Committee.

6. 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 setback line nor shall any dwelling be erected or placed on any lot having an area of less than 220,500 square feet.

7. DIVISION OF LOTS. No lot shall be resubdivided without the prior written approval of the Architectural Control Committee.

8. DURATION OF CONSTRUCTION. Upon commencement of construction of any structure or improvement upon any lot, the owner of said lot shall not allow construction work to proceed in any manner other than diligently or allowed such construction to be completed other than within a reasonable time nor shall any such lot owner allow any construction to remain incomplete after once commenced for more than one calendar year.

9. EASEMENTS. Easements for installation and maintenance of utilities, drainage, and recreation are reserved as shown on the recorded plat.

10. NUISANCE. No noxious or offensive activity shall be carried or permitted on upon any lot, nor shall anything be done or allowed to be done thereon which may be or may become a nuisance to the owners of adjacent property. No substance or material shall be kept or maintained on any lot which would emit foul or obnoxious odors.

11. TEMPORARY STRUCTURES. No structure of a temporary character and no trailer, modular home, pre-fabricated home, mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either on a temporary or permanent basis. In addition to the above and foregoing limitations, and without limiting same, no building or other structure that has been substantially constructed at a site other than the building location shall be moved a building site with the purpose of making improvements thereto without the express written permission of the Architectural Control Committee.

12. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction.

13. 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.

14. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept in a reasonable number provided that they are not kept, bred or maintained for any commercial purposes and that there are not more than two pets per member of each household. No pet shall be allowed or permitted to become a nuisance to owner of any other lot in subdivision. No more than two horses will be permitted on the above-described property at any one time.

15. GARBAGE AND REFUSE DISPOSAL. No part of any lot shall be used or maintained in whole or in part as a storage area or dumping ground for rubbish or anything of character which would cause such lot to appear to be in an unclean or untidy condition or that would be obnoxious to the senses including the eye. Trash, garbage, and other waste shall not be kept upon a lot except in sanitary containers. All equipment and facilities for either the storage or disposal of such material shall be kept in a neat, clean and sanitary condition.

16. COMMERCIAL AND NON-OPERATABLE VEHICLES. No commercial vehicle, construction equipment, or any non-operable vehicle of any type shall be permitted on any lot unless kept in completely enclosed garage and approved in advance in writing by the Architectural Control Committee.

17. **LAWN MAINTENANCE.** No weeds, underbrush or other unsightly growth shall be allowed or permitted to grow or remain upon any portion of a lot and no lawn shall be allowed or permitted to become overgrown or unkept.

18. **MAINTENANCE OF STRUCTURES.** Buildings and other structures constructed on any lot shall be maintained in the essential the same state as constructed and no finished building or other structure shall be allowed or permitted to become or remain in need of repair or maintenance.

19. **WATER SYSTEMS.** No individual wells or water supply system shall be permitted or allowed without the prior written approval of the Architectural Control Committee.

20. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, constructed and thereafter maintained in accordance with the requirements, standards and recommendation of the Georgia Department of Public Health.

21. **SIGHT DISTANCE AND INTERSECTION.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 of the street lines, or in the case of a rounded property corner from the intersection of the street property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22. **WATERFRONT LOTS.** Ponds are the property of adjacent owners and use of such shall be restricted to waterfront lot owners and their accompanied guests. Each lot owner agrees to indemnify and hold declarant harmless for any damages sustained by a lot owner, its guests or invitees upon the premises of any lot owned or upon the pond referred to herein. As such, each lot owner shall be responsible for all maintenance and repairs to the pond on an equal basis.

23. **ARCHITECTURAL CONTROL COMMITTEE.**

(a) **MEMBERSHIP.** The Architectural Control Committee is composed of Raleigh Moorman. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change 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 these covenants shall be in writing. In the event the committee, or its designated representatives fails to approve or disapprove within 60 days to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

24. TERM. 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 thirty-five (35) years from the date of this instrument after which time this instrument shall be automatically extended for successive period of (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the provisions hereof in whole or in part or to terminate this instrument and its effectiveness.

25. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions hereof either to restrain violation or to recover damages.

26. SEVERABILITY. Invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

27. AMENDMENT. Owner, for and on behalf of it and its successors and assigns, reserves unto itself the right to amend these covenants, conditions, and restrictions from time to time by execution of appropriate documents relative thereto provided the same in concurred in and agreed to by all other persons or entities then owning any portion of the land to which these covenants, conditions and restrictions are applicable.

IN WITNESS WHEREOF, the undersigned has caused these presents to be properly executed by its proper officials and its corporate seal affixed on this day and year first above stated.

Sworn to and subscribed before me
this ____ day of _____, 1998.

MOORMAN LAKES

NOTARY PUBLIC
GEORGIA, TIFT COUNTY
My Commission Expires: _____
Notary Execution Expires: _____

By: _____
President

Attest: _____
Secretary

[Notary Seal]

[SEAL]

"OWNER"