

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOKE SUBDIVISION**

This Declaration of Covenants, Condition, and Restrictions for MEADOW BROOKE SUBDIVISION (hereinafter referred to as "Subdivision") is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by MEADOW BROOKE SUBDIVISION, CORPORATION, a Georgia corporation, thereafter referred to together with their successors-in-title who come to stand in the some relation to the property as its predecessor did as "Declarant".

### **WITNESSETH**

Declarant is the owner of the real property described In Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Exhibit "A" property mutually beneficial restriction under a general plan of improvement and development for the benefit of all owners of property within Subdivision. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component association and other areas and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration.

The Declarant's present intention, stated here for information of present intent only and not as a warranty or representation of a future fact, is to develop or allow others to develop a Subdivision for residential purposes to be conveyed in fee simple title. This Declaration and By-Laws recorded herewith set out the method of administration for the Subdivision.

Now, therefore, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on the parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successor-in-title, and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I Definitions**

Section 1. "Additional Property" shall mean all that property and any as may be adjacent to or contiguous with the Exhibit "A" Property or Property made a part of the subdivision which may be added to the Subdivision community in accordance with the terms of these covenants and restrictions. Property shall be deemed to be adjacent to or contiguous with property made a part of Subdivision if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Association" shall mean and refer to the Meadow Brooke Property Owner's Association,

Inc., a Georgia Nonprofit Corporation Act and law.

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation, its successors and assign. The first board shall be appointed by the developers and elected by the property owners thereafter.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 5. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Subdivision, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 6. "Lot" shall mean a plotted portion of the Properties, other than the Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or any portion of the Properties. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of on accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 7. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 8. "Mortgage" include a deed to secure debt, or security deed, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust, or mortgage.

Section 9. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 10. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The Owners of the lot on which a cooperative, if any, is located shall be shareholders whose interests shall be allocable as their leasehold interest might otherwise be allocable.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Phase" shall mean the increments of property (1) described in Exhibit "A" and, (2) subjected to this Declaration by any Amendments or Supplemental Declarations, each such described property being a separate Phase.

Section 14. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by Amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

## PROPERTY RIGHTS:

### I. LAND USE

1. All lots are for single family residential purpose only. Only one (1) residence shall be erected on any lot, provided however, that the owner of any lot may erect a garage or guest house, or a detached outbuilding, for use in connection with such residence, so long as such garage, outbuilding, or guest house is constructed using substantially the same construction materials as the residence, has the same exterior finish, and is architecturally compatible with such residence.
2. No lot, dwelling or structure shall be used for any commercial activity or business which solicits the presence of the general public for the purpose of purchasing and/or selling goods or services. Private home offices shall not be considered a violation of this restrictive covenant so long as the aforesaid criteria is maintained. Furthermore, nothing herein contained shall prohibit the inviting of prospective buyers to any lot or residence for the purpose of selling such lot or residence. Renting a house shall not be deemed commercial activity.
3. After conveyance by the Developer, no lot shall be subdivided.
4. Only site built homes will be allowed on any lot. No mobile homes shall be placed temporarily or permanently upon any lot or in the subdivision, except that the Developer, builders, and realtors may have a construction or sales trailers on site.
5. No junk, trash, rubbish or hazardous materials or waste, or any thing which emits foul or obnoxious orders, shall be kept, stored, or buried upon any lot. Nor shall any thing which causes repetitive noise which disturbs the peace, quiet, comfort, or serenity of the occupants of the neighboring properties be allowed upon any lot.
6. No part of this Property or any improvements situated thereon shall be put to any commercial industrial or manufacturing use. No use is allowed which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which is hazardous or which creates an excessive danger of fire or explosion.
7. The parking of buses, truck, and other vehicles rated higher than one ton is prohibited in the Subdivision and on its roads.
8. No motorcycles, four wheelers, dirt bikes and or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except as may be necessary to enter and exit the subdivision. All such vehicles in use on any lot shall be sufficiently muffled so as not to disturb the neighborhood. Golf carts are not prohibited.
9. No camper, motor home or R.V. shall be parked temporarily or permanently on any subdivision road. No camper, motor home or R. V. shall be parked temporarily or permanently on any lot unless completely enclosed inside a garage or completely out of site from any subdivision road or home inside the subdivision, except to quickly load or unload such unit.
10. No utility trailer, no wrecked, unlicensed (untagged), or nonoperational motor vehicle, and no household appliances, shall be kept in a location in which the same can be viewed by lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other waste shall be kept upon any

lot except in closed sanitary containers which must be placed behind the houses and out of view from the street except on garbage pick up day.

11. No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will disturb the peace, comfort or serenity of the occupants of surrounding property.
12. No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 36 inches by 36 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
13. No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (i.e. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
14. Only wood or factory painted decorative metal or vinyl fence will be allowed on any lot. No chain link or farm type wire fences will be allowed.
15. All lots must be maintained and kept mowed. Upon the failure of the owner to maintain and keep mowed any such lots, the Declarant shall be entitled to reasonably maintain and/or mow the same and to access the Owner for the reasonable cost thereof.
16. No more than 50% of existing trees over five (5) inches in diameter shall be removed from any lot after being conveyed by the Developer without the Developers written permission.
17. All lawn and other equipment and tools, including lawn mowers, blowers, tractors, edgers, tillers and the like, must be kept in an enclosed storage area when not in use.
18. No mining or drilling for oil, gas, or other minerals is to be allowed.
19. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over thirty-six (36) inches in diameter shall be allowed on any lot.
20. Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonable necessary and appropriate licenses, permits and easements to other third persons or entitles in order to accomplish the intents and purposes of this provision.

21. No lot shall be access other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins Meadow Brooke Subdivision if the Developer owns the property being crossed to access adjoining property.

## II. ARCHITECTURE & CONSTRUCTION

1. No structure, building or other improvement (including without limitation remodeling and repainting) shall be constructed, erected, placed, modified or altered on any lot until building plans and specifications and a site plan showing the locations of all proposed improvements and landscaping have been submitted and approved in writing by the Architectural Review Board. In evaluating the plans, the Board shall seek to assure conformity and harmony of external design with existing structures in the Subdivision.
2. Approved Plans shall not be effective for construction to be commenced more than twelve (12) months after such Approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event that approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Architectural Review Board of written request for approval, the applicant may send a demand for action by certified mail, and, if the application is neither granted nor denied with ten (10) days of receipt of such demand, the provisions of this Section shall be thereby waived by the Architectural Review Board and the Associations, but only with respect to that application.
3. Refusal of approval of plans, location, or specifications, may be based by the Architectural Review Board upon any reasonable ground which is consistent with the objectives of these Covenants including but not limited to aesthetic considerations. The Architectural review process shall not be conducted in an arbitrary and capricious manner.
4. Architectural and design review shall be directed toward attaining the following objectives for the Community:
  - a. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar landforms.
  - b. Ensuring that the location and configuration of structures is visually  
  
harmonious with the terrain and vegetation of the dwelling lots and with surrounding dwelling lots and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.
  - c. Ensuring that the architectural design of structures and their material and colors are visually harmonious with the Community's overall appearance, with surrounding development, with natural landforms and native vegetation, and with development plans, officially approved by the Declarant or any governmental or public authority, if any, for the areas in which the structures are proposed to be cited.

- d. Ensuring that the plans for landscaping provide visually pleasing setting for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.
  - e. Ensuring that any development, structure, building or landscaping complies with the natural landscape.
  - f. Promoting building design and construction techniques that respond to environmental quality consideration such as energy conservation, air emissions, and run-off water quality and quantity.
5. If the Architectural Review Board denies the application of a Property Owner, the Property Owner may appeal such action to the Board of Directors of the Association with thirty (30) days after such action. The Board of Directors shall provide an opportunity to hear the case of the Property Owner and a representative or agent of the Architectural Review Board within thirty (30) days of the receipt of the appeal. The decision of the Board of Directors shall be issued within fifteen (15) days after the hearing of the appeal. The decision of the Board of Directors shall be final. The initial board for architectural review shall be appointed by the Developer and thereafter be elected after seventy-five (75%) percent of all lots are sold.
6. Building Standards. The Architectural Review Board may promulgate standards through bulletins making reference to various national, regional, statewide or local building standards, fire safety standards and other building codes which must be followed in architectural designs submitted to the Declarant. If adopted, said standards shall be published by the Architectural Review Board or the Association and shall be made available to any Property Owner at the cost of publication.
7. Approval not a Guarantee or Representation of Property Design or Good Workmanship. No approval of plans, location or specifications, and no publication of architectural standards bulletins by the Architectural Review Board shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that such standards comply with Pertinent Law. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner. No implied warranties of good workmanship, design, habitability, quality, fitness for a particular purpose or merchantability shall arise as a result of any plans specifications, standards or approvals made by the declarant, the association or the architectural review board.
8. Liabilities for Approvals Granted or Denials Issued by the Architectural Review Board or the Association. Neither the Architectural Review Board nor the Association, nor the Declarant, shall be liable to a Property Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against a property owner or such other person arising out of or in any way relating to this subject matter of any review acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Board or the Association whether given, granted or denied.
9. Only site built homes will be allowed on any lot. Each residence shall be constructed with at least 2000 square feet of heated living space exclusive of any carport, garage,

basement, deck, patio or porches. If a residence has more than one story, the first floor must contain at least 1500 sq. feet of heated living space. No residence shall have more than two stories of heated living area excluding basements.

10. Primary roofing materials must be architectural shingles, cedar shakes, approved factory painted metal or slate. All roofs must have a minimum pitch of 8/12 excluding porches and dormers. All roofs shall be dark shades including, but not limited to, charcoal gray, black, brown. No white, light or bright colored roofs will be allowed.
11. Primary residential siding materials shall be brick, hardy-plank siding, stone or stucco. No log, log siding, wood or vinyl siding will be allowed unless approved by the Architectural Review Board in writing . Wood or vinyl shakes or shingles may be used.
12. All colors for siding, windows, roofs and trim, etc. must be confined to earth tone colors which are compatible with the natural environment and approved by the Architectural Review Board. No bright or loud colors will be allowed. All concrete blocks and poured concrete walls used on any residence must be covered with either brick, stone or stucco.
13. Each residence must have a two car garage. Any attached or detached garage, guest house or outbuilding must be constructed using substantially the same material as the residence, have the same exterior finish and be architecturally compatible with such residence.
14. No structure shall be erected or placed on any lot closer to the front, side, or back lot lines than the minimum building set back line shown on the recorded plat or survey reflecting such lot. Where two or more lots are acquired as a single building site, the setback lines shall be the outermost lines which border the adjoining lots.
15. Prior to any-construction or grading on any lot, all necessary erosion control measures must be installed and properly maintained until all work has been completed and the site has been stabilized. No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding home site and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand.
16. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed and adequately graveled prior to beginning construction on the foundation and maintained until the permanent drive is complete. All permanent drives must be hard surfaced (i.e. asphalt, concrete, pavers, etc.) from the garage to the street before the home is occupied.
17. Landscaping must be completed prior to occupancy of any residence. Completed landscaping means that all areas are covered with natural growth, grass, shrubs, trees, sod, or seed covered with straw. No bare dirt shall be exposed except during construction.
18. There is no time frame for a property owner to build on any lot, however, once construction has started, all work must be pursued diligently and the exterior must be completed within

12 months.

19. Homeowners shall be responsible for the acts of their employees, sub-contactors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, homeowners shall be responsible for ensuring:
  - a. That the construction site is kept clean and free of debris and waste material, a. That stockpiles of unused materials are kept in a neat and orderly fashion.
  - c. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
  - b. That no lot clearing debris or waste material is disposed of by burying on any lot.
20. Any damage to subdivision roads or other common property during construction of a home shall be the sole responsibility of the homeowner to pay for repairs.
21. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground. Any compressors for central air conditioning units and play equipment must be located where it will have a minimum visual impact on adjacent properties.
22. Mail receptacles must be constructed with similar material as used on the exterior of the main residence and/or approved by the developer.

#### Miscellaneous Provisions

All lot owners, their heirs and assigns, by acceptance of a conveyance shall agree to abide by the bylaws and restrictions and be a member in good standing of the homeowners/property owners association. Membership in the homeowners/property owners association is mandatory.

The developer reserves the right to amend these restrictions up and until seventy-five (75%) percent of all lots are sold.

There shall be an initial initiation fee of Five Hundred (\$500.00) Dollars which shall be placed in an account by Developer to be used on the subdivision at the developer's sole discretion. Upon seventy-five (75%) percent of all lots being sold the account shall be turned over to the Homeowners/Property Owners Association.

Upon Seventy-five (75%) percent of all lots are sold the developer shall convey all amenities, common areas and the like to the Property/Homeowners Association.

This 20 day of February, 2006.

Meadow Brook.e Subdivision, Inc.

By: 

By: 

  
Witness

  
Notary Public

