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JOY SMITH, CLERK OF SUPERIOR COURT

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**DECLARATION OF PROTECTIVE COVENANTS  
OF  
LIBERTY CROSSING SUBDIVISION**

**THIS DECLARATION OF PROTECTIVE COVENANTS**, made and published this the 16 day of AUGUST, 2006 by MICHAEL B. MOON (hereinafter referred to as "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner and developer of the following described property, (the "Subdivision"), to wit:

SEE ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**WHEREAS**, it is to the interest, benefit and advantage of the Declarant and to each and every 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 of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots in said Subdivision, the Declarant does hereby set up, establish and declare the following Protective Covenants to apply to all of said lots hereinabove described and to all persons owning said lots hereinabove described 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 Declarant, until the date of termination specified in Paragraph 26 hereof, at which time said Covenants may be extended or terminated as a whole or in part as hereinafter provided, to-wit:

1.

**LAND USE AND BUILDING TYPE** No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, not to exceed three (3) stories in height. Any deviations have to be submitted to the Architectural Control Committee for approval.

2.

**ARCHITECTURAL CONTROL** No building shall be erected, placed, altered or permitted to remain on any lot until the plans, to include construction plans and specifications on the location of the structure on the lot have been approved by the Architectural Control Committee (hereinafter named) as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography, finish grade elevation and adjacent buildings.

Roofs must have a minimum pitch of 6/12 and have front and rear elevations. Architectural shingles are required.

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All homes must be constructed of brick, stucco, wood, stone, or fiber cement siding.

All chimneys must have a chase.

No fence or wall shall be erected, placed, altered or permitted to remain on any lot unless approved by the Architectural Control committee. In general, in cases in which fences are required by local or state ordinance, such as surrounding pool areas, all fences will be required to be of wood (or vinyl facsimile), steel or cast iron (or aluminum facsimile). If approved, chain link fences will be vinyl-coated.

No out building or storage building shall be erected, placed, altered or permitted to remain on any lot unless approved by the Architectural Control Committee. Such buildings must be in harmony with the external design of existing structures.

For those Covenants requiring Committee approval, such approval shall be as provided for in Paragraph 25 below.

3.

**DWELLING COST, QUALITY AND SIZE** The minimum heated and cooled area of the main structure shall not be less than 1,300 square feet, exclusive of open porches and garages. No dwelling of more than one-story shall have less than 800 square feet on the ground level, excluding carports, porches and garages, unless prior written approval of the same is received from the Architectural Control Committee. During the development and original build-out phases, all homes must be offered for the prevailing per square foot price of comparable sales within the subdivision, or area homes as provided by a certified appraiser.

4.

**BUILDING LOCATION** No building shall be located on any lot nearer to the street fronting the property than the minimum building front setback line of twenty-five feet (25') and rear setback line of forty feet (40') as shown on the aforementioned plat of survey. No building shall be located on any lot nearer than ten (10) feet to any other lot. Building locations to side streets and adjacent lots shall abide by building codes of the local governing authority. For the purpose of this covenant, eaves, steps, carports 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.

**SUBDIVISION OF LOTS** None of the lots shall at any time be divided into as many as two (2) building sites without the approval of the Architectural Control Committee. A single lot together with contiguous portion of one or more lots in the same block may be used for one building site. No lots, or any portion thereof, may be used for the purpose of providing access to other property unless use is approved in writing by Declarant.

6.

**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 diverted from drainage easements on the aforesaid recorded plat of survey.

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7.

**NUISANCES** No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be, or may become an annoyance of nuisance to the neighborhood. These covenants should not be interpreted to inhibit or prevent the developer, builder, or agents for both in the operation of a sales office or of a construction office/yard.

8.

**TEMPORARY STRUCTURES** No structure of a temporary character, to include but not limited to, trailer, basement, tent, shack, recreation vehicle, camper trailer, garage, barn or other outbuilding, above ground pool or like structure, shall be used on any lot at any time as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee.

9.

**SIGNS** No sign of any kind shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10.

**VEHICLE STORAGE** No motorhomes, camper-trailers, boats or boat trailers, equipment or equipment trailers, or cars in excess of areas available in vehicle storage (garages) and driveway or parking pad parking, shall be placed closer than twenty (20) feet from any property line or any closer to the street than the two back corners of the dwelling. Under no circumstances shall any inoperable motor vehicle be allowed to remain on the premises more than twenty-four (24) hours.

11.

**TRUCK PARKING** No trucks may be stored or parked regularly or frequently at a residential premises to include but not limited to: semi-tractor trailer trucks, trailers, tool or equipment transport truck, delivery vehicles, bus, mini-bus or mass transit vehicle.

12.

**HEADWALLS AND DRIVEWAYS** Any other provision contained herein notwithstanding, any headwall placed on any lot must be constructed of common brick or stucco and all headwalls must be approved by the Architectural Control Committee. All lots shall have driveways of a minimum width of nine feet (9') and shall run from the paving of the road to the minimum building set-back line for the respective lots.

13.

**CONDITION OF LOTS** All lots shall be maintained so that no weeds, underbrush, refuse piles or other unsightly growths or objects shall be permitted to grow or remain upon the premises. The express purpose of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles or other unsightly growths or objects, such as junked motor vehicles, or otherwise fail or refuse to keep such lot adequately maintained, mowed and cleared, then the Declarant of the Architectural Control, or representative, committee may enter upon said lot and maintain or remove the same at the expense of the lot owner. Such entry shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Declarant or Architectural Control Committee and against such lot for the full amount of said removal and shall be due and payable within thirty (30) days after the lot owner is billed. Forest areas may be left in a natural state with only dead trees and refuse to be removed.

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14.

**GAS TANKS AND LINES** All tanks and lines supplying Liquid Petroleum gas to property must be below ground and out of sight.

15.

**SATELLITE DISHES** Satellite dishes or other similar structures designed for the reception of television or radio signals shall be located to the rear of the residence on the lots and shall be situate in such a manner as to not be visible from the road fronting the subject lot. There shall be no antennas or antenna towers on any lot. No satellite dish with a diameter greater than twenty-four inches (24") shall be permitted on any lot.

16.

**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.

17.

**LIVESTOCK AND POULTRY AND PETS** No animals, to include hoofed animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, no animals shall be kept on any lot in such manner as creates a nuisance or disturbance to the other lot owners.

18.

**GARBAGE AND REFUSE DISPOSAL** No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so place, screened and kept so as not to be visible from any street with Subdivision or adjacent to the Subdivision, at any time except at the times when refuse collections are being made.

19.

**SEWAGE DISPOSAL** No individual sewage-disposal system shall be permitted on any lot unless such system is designated located and constructed in accordance with the requirements, standards and recommendations of Georgia Department of Public Health or governmental agency with oversight as provided by local, state or national legislation. Approval of such systems as installed shall be obtained from such authority.

20.

**LANDSCAPING** The builder, contractor or owner of each residential lot shall, at the completion of the residence erected on each lot, spend a minimum of Two Thousand Dollars (\$2,000.00) cost for the planting of grass, plants and shrubs. Said cost is to be based on the costs prevailing at the time of the recording of these Covenants. When clearing lots for construction, all hardwood trees of a diameter of twelve inches (12") or more shall remain unless written approval for the trees removal is obtained from the Architectural Control Committee. Following construction and upon occupation of any house, all remaining trees of a diameter of twelve inches (12") or more shall remain unless written approval for the trees removal is obtained from the Architectural Control Committee or Homeowners Association. Said restriction shall not include necessary removal of trees for pool areas and/or homesite location and placement.

Approved removal of trees for these purposes may require the replacement of the same number of trees elsewhere on the property, or funds made available for the placement of the same number of trees in neighborhood designated greenspaces or rights-of-way.

21.

**SIGHT DISTANCE AT INTERSECTIONS** No fence, wall, hedge, shrub or tree which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22.

**STREET LIGHTING** Should public street lighting be furnished in the Subdivision, the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill, or via some other billing method to be determined. This agreement shall be a covenant running with the land and shall be binding on each lot owner in the Subdivision.

23.

**DILIGENCE** The residence to be constructed on each lot in the Subdivision shall be completed in a good and workmanlike manner, and shall be completed within nine (9) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the Subdivision for more than three (3) months after such destruction or damage.

24.

**MAILBOXES** Coordinated mailboxes are required for all lots in Liberty Crossing. Mailboxes to be used are those manufactured by Whitehall Mailbox Company, Whitehall Superior Streetside Mailbox Package, Item Code: 16306. Only matching name rider and newspaper holder boxes are allowed may be ordered separately. Should this particular item code become a discontinued item by the manufacturer, a similar style and color may be substituted with the prior approval of the Architectural Control Committee.

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**ARCHITECTURAL CONTROL COMMITTEE**

- (a) **Membership.** The Architectural Control Committee (the "Committee") is composed of Mike L. Moon of Harris County, Georgia and Britt Moon of Harris County Georgia. 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 members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants.
- (b) **Approval of Plans.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Architectural Control Committee hereby is vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the Committee shall deem necessary and proper. The Committee shall be vested with the authority, and same is hereby reserved to said Committee, to grant such variances and exceptions to these Protective Covenants as the Committee deems necessary and proper to the ordered development of the Subdivision. Whether or not provisions therefore are specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Committee. Each such building, fence, wall or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.
- (c) **Variances.** The restrictions set out in these Covenants may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:
- (1) Any owner of any lot in the Subdivision desirous of securing a waiver or variance of a Covenant shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinabove named.
  - (2) If the Architectural Control Committee in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing.
  - (3) The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute waiver of and shall otherwise void the Covenant contained in the petition relative to the subject lot;
  - (4) The waiver of the Covenant contained in the petition shall not constitute a waiver of said Covenant as to any other lot;
  - (5) Unless the written approval as outlined herein is secured, the Covenant contained herein shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning land owner of its approval within ten (10) days of its receipt of the request, said request shall be deemed to have been denied.

(d) Submission of Application. All requests for approval by the Architectural Control Committee shall be submitted in writing and mailed to the Committee by registered or certified mail at the following address:

Michael B. Moon  
P.O. Box 650  
Buena Vista, Georgia 31803

(e) Release of Liability. Neither the Declarant, the Architectural Control Committee nor any member of the Committee, past or present, shall be liable for any damages resulting, directly or indirectly, from the enforcement of these Covenants, the approval or disapproval of building plans or the granting or denial of any petition for a variance to these Covenants.

25.

COVENANTS FOR ASSESSMENTS An annual assessment for seasonal landscaping and upkeep of the Entrance and seasonal landscaping for intersections and streets will be assessed to each homeowner of not more than Three Hundred Dollars (\$300.00) after the developer becomes a minority owner of lots in the subdivision. Any dues for a recreational facility that may be available will be determined by the Homeowner's Association.

26.

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 twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) 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.

27.

REMEDIES FOR VIOLATIONS For a violation or breach of any of these Protective Covenants by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. If such action is necessary for enforcement, the violation party shall be responsible for all costs, including reasonable attorney fees, incurred in the enforcement of the Covenants. Such costs shall constitute a lien on the affected property as described in paragraph thirteen (13). The failure to promptly enforce any one or more of these Covenants shall not bar their enforcement at a later date.

28.

SEVERABILITY Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.


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IN WITNESS WHEREOF, said Declarant has caused these covenants to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_\_, Georgia.

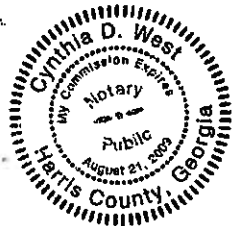
and year first above written.

Signed, sealed, and delivered in the presence of:

  
Witness

  
Notary Public

  
MIKE L. MOON (SEAL)




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**ADDENDUM #2**  
**Protective Covenants for Liberty Crossing Subdivision**

Revising minimum heated square feet of the home to correspond with agreements between Developer and Marion County Commission. Paragraph 3 is restated below:

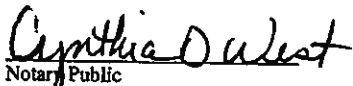
3.

**DWELLING COST, QUALITY AND SIZE** The minimum heated and cooled area of the main structure shall not be less than 1,500 square feet, exclusive of open porches and garages. No dwelling of more than one-story shall have less than 1,000 square feet on the ground level, excluding carports, porches and garages, unless prior written approval of the same is received from the Architectural Control Committee. During the development and original build-out phases, all homes must be offered for the prevailing per square foot price of comparable sales within the subdivision, or area homes as provided by a certified appraiser.

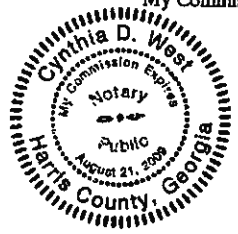
  
Michael L. Moon, CEO

Moon Family Properties


  
Official Witness

  
Notary Public

My Commission expires: 8/21/09



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