

DECLARATION OF PROTECTIVE COVENANTS

Riverfront at the Moorings—Unit Three

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS DECLARATION, made and published on November 25, 1986 by Moorings Equity, Inc., owner of Riverfront at the Moorings-Unit Three subdivision.

W I T N E S S E T H

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with the above described land.

NOW THEREFORE, in consideration of said benefits, the undersigned does hereby proclaim, publish, and declare that one or more of the following numbered protective covenants shall apply to any of such lots or parcels which are contained in Land Lot 38 of the 6th District, Gwinnett County, Georgia, "Riverfront at the Moorings", Unit Three Subdivision as platted by McNally & Patrick, Inc. dated _____.

1.

No temporary house, shack, or tent shall be erected on said lots or parcels to be used for residential or church purposes; and no lots may be used for schools or kindergartens. All lots or parcels to which these restrictions are applicable shall be used for single family residence purposes only and no lot shall be subdivided, but boundaries may be adjusted so long as the number of lots remains the same.

2.

Before any house may be occupied it must be completely finished on the exterior in accordance with the plans approved by the Riverfront at the Moorings Architectural Control Committee, all of the yard which is visible

from any street must be planted with grass or have other suitable ground cover and the driveway surface must be either paved, or the surface approved by the Riverfront at the Moorings Architectural Control Committee.

3.

Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

4.

No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garbage containers shall be buried or shall be located abutting rear or sides of house and shall be contained within an enclosure. The design and materials of such enclosure shall be in keeping with the general appearance of the house. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of \$200.00 for each day during which such violation continues. The recovery of such damage shall be available to the undersigned or to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant.

5.

No buildings shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to a side lot line than 10 feet. For the purposes of this covenant, eaves, steps, and open porches not covered by a roof structure shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved in paragraph 15 hereof, nor shall any building be erected or placed on any lot or parcel having an area of less than 18,000 square feet. Said lot or parcel shall not be reduced or subdivided.

6.

No building including tool sheds, storage facilities, and greenhouses shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of construction methods, with plot plans, elevations, specification of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of the Riverfront at the Moorings Architectural Control Committee. Said approval in writing shall not be required with respect to construction upon any lots or parcel after ten years following November 25, 1986 except that the requirements for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If the Riverfront at the Moorings Architectural Control committee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, the Riverfront at the Moorings Architectural Control Committee may be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by the Riverfront at the Moorings Architectural Control Committee no changes may be made in said plans or specifications without the consent of the Riverfront at the Moorings Architectural Control Committee.

7.

Dwelling buildings erected on any lot shall have not less than 1800 square feet of floor space on the ground floor, with a ceiling height of not less than eight feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements. This space requirement may be modified as follows:

(a) Multi-level Buildings – i.e. two stories, split-levels, tri-levels, shall have not less than 2200 square feet of floor space in habitable areas. In these, the ground floor habitable area requirement may be reduced to not less than 1100 square feet.

8.

Front yard areas of the lots shall not be enclosed with chain-link or cyclone type fencing. Fencing of a rustic nature: i.e. split-rail or western

post fencing shall be permitted in front yard areas if such fencing is deemed attractive and complimentary to its surroundings by Riverfront at the Moorings Architectural Control Committee.

9.

All garages shall be enclosed with doors.

10.

No antennas of any type shall be permitted on the roofs or yards of any homes in Riverfront at the Moorings-Unit Three without permission in writing from the Riverfront at the Moorings Architectural Control Committee. Antennas for television or radio reception shall be placed in the attic areas of the homes.

11.

Damage rendered to the Riverfront at the Moorings subdivision by subcontractors or supplies whose presence in the Riverfront at the Moorings subdivision is directly due to the construction site of a builder shall become the liability of said builder. Such damage may be in the form of broken curbing or storm drain facilities, concrete spills on roads, and cracked asphalt.

12.

All trailers or recreational vehicles, trucks other than small vans and boats or boat trailers shall be parked so as to be out of view of the public road right of way.

13.

No exposed above ground tanks will be permitted for the storage of fuel, water, or any other substance. No above ground swimming pools will be permitted without the permission of the Riverfront at the Moorings Architectural Control Committee.

14.

No outside clotheslines will be permitted. Window mounted air conditioners will not be permitted without permission of the Riverfront at the Moorings Architectural Control Committee.

15.

Easements are reserved to the undersigned, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built on this land. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers an/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

16.

Nothing shall be erected, placed or altered on any lot nearer to any street than building setback lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to that which has been approved by the Riverfront at the Moorings Architectural Control Committee. The exposed part of retaining wall shall be made of brick, natural stone or veneered with brick or natural stone or other approved material.

17.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines 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 lines extended. The same sight-line limitations shall apply on any lot within ten 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 distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

18.

No advertising signs, billboards, or high and unsightly structure shall be erected on any lot or displayed to the public on any lot, except a standard real estate sign used to advertise the property for sale or rent. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of \$200.00

for each day during which such violation continues. The recovery of such damages shall be available to the undersigned or to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant.

19.

The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Riverfront at the Moorings Architectural Control Committee or the authorized agents or successors and assigns, may, after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the Riverfront at the Moorings Architectural Control Committee for the cost of any cutting, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Riverfront at the Moorings Architectural Control Committee by appropriate proceeding at law or in equity. All costs incurred by the Riverfront at the Moorings Architectural Control Committee on behalf of such owner shall be reasonable. Although notice given as hereinafter provided shall be sufficient to give the Riverfront at the Moorings Architectural Control Committee or/its designated agent, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

20.

Mailboxes of a type consistent with the character of the neighborhood and designated by the Riverfront at the Moorings Architectural Control Committee shall be selected and placed by the owner and shall be maintained by the owners to compliment the residences and the neighborhood. No substitutions or replacements thereof shall be made by the owners except in accordance with the express written permission of the Riverfront at the Moorings Architectural Control Committee.

21.

If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force,

it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent, or recover damages for such attempt or violation.

22.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

23.

The failure of the Riverfront at the Moorings Architectural Control Committee to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the Riverfront at the Moorings Architectural Control Committee.

24.

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provisions shall apply.

25.

The above referred to protective covenants shall terminate on November 25, 2006.

IN WITNESS WHEREOF Moorings Equity, Inc. has caused this declaration to be executed in its name by its officers duly authorized with the corporate seal affixed on the day and year first above written.

Signed, sealed and delivered
In the presence of:

Moorings Equity, Inc.

F. Arias (signature)

By: Janet W. Arias, Sec. (signature)

Witness

Dorothy K. James (signature)
Notary Public, Georgia, State at Large
My Commission Expires October 10, 1990
(Seal affixed)