

STATE OF GEORGIA
COUNTY OF MUSCOGEE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 20th day of March 1989, by DEVELOPERS - INVESTORS, INC.

WITNESSETH

THAT WHEREAS the above named company is the owner of the Subdivision known as Section Ten, BROOKSTONE and being a subdivision of that certain tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia and being part of Land Lots 77,78,83 & 84, 8th. District.

WHEREAS, it is to the interest and advantage of the Subdivision Owner 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 Subdivision Owner and each and every subsequent owner of any of the lots in said subdivision, said Subdivision Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, 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 Subdivision Owner until 20 March 2014 at which time said covenants may be extended or terminated in whole or in part as hereafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL.

a. BUILDING AND FENCES. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in 15 below. No fence shall be erected, placed, altered or allowed to remain on any lot nearer to any street than the rear corner of the house. Where a house has more than 4 exterior corners, the determination as to which corners are the rear corners shall be made by the architectural control committee and its decision shall be final. No fence shall exceed 6 feet in height. Any chain link or other type metal fence must be of an earthtone color, coated or painted, and acceptable to the architectural control committee. No garage shall be built or allowed to remain without overhead doors which will completely cover the opening.

b. WALLS. No walls shall be constructed or permitted to remain upon any lot if it is higher than 5 feet or if it is constructed of poured concrete, concrete block, concrete brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided, the style, location, height and material have been approved by the architectural control committee designated in paragraph 15 below.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$80,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story, using outside dimensions.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the 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 30 feet to the front line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line except that a 5 foot side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the main structure. No dwelling shall be located on an interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, patios and open porches shall not be considered as a 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. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 16,000 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES. No motorcoach, van, trailer, or other type vehicle, nor structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 the construction and sales period.

10. 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.

11. LIVESTOCK AND POULTRY. 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 provided that they are not kept, bred or maintained for commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. ANTENNAE. No exterior transmitting or receiving antenna (including, but not limited to, satellite dishes and ham radio antenna) shall be constructed, erected, placed or permitted to remain on any lot. After all lots in this subdivision have been sold by the owner-developer of the subdivision, this restriction (number 13) may be changed by the then owners of two-thirds (2/3) of the lots in this subdivision executing a written agreement changing this restriction. Such agreement must then be recorded in the deed records of this County. Consent of lien holders to the removal of this restriction shall not be necessary.

14. SIGHT DISTANCES AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the 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 lines extended. The same sight-line limitations shall apply on any lot within 10 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The architectural control committee is composed of:

Rozier Dedwylder - Columbus, Georgia
W. M. Moshell - Columbus, Georgia
Mathews D. Swift - Columbus, 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 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 the 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 representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction (other than the installation of a fence or wall) has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. If a fence or wall has been constructed in violation of these restrictions, its relocation, alteration or removal may be required by the architectural control committee or by any owner of any lot in the subdivision giving written notice to the owner of such lot as to the violation during a period of 60 days subsequent to its installation. If the fence or wall is not brought into compliance with the restrictions during such time, any owner of any lot in the subdivision may thereafter bring suit to enforce its removal or relocation.

16. STREETS. All lots shall be sold with the provision that the city or county may at any time raise or lower the street surfaces and that such action on the part of the city or county shall in no wise be considered as a basis for a claim for damages to the abutting property.

17. 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

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

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

IN WITNESS WHEREOF, said DEVELOPERS-INVESTORS, INC. has caused these presents to be executed by its duly authorized officers hereunto, all on the day and year first above written.

Signed, sealed and delivered in the presence of:

Kathy Parker
Notary Public
Muscogee County, Ga.

DEVELOPERS - INVESTORS, INC.

Math Swift
President
W. M. Moshell
Secretary

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SECTION TEN
BROOKSTONE

LYING IN LAND LOTS 77,78,83 & 84, 8th. DISTRICT
COLUMBUS, MUSCOGEE COUNTY, GEORGIA

20 March 1989

MOON, MEEKS & PATRICK, INC.

Civil Engineers

Columbus, Georgia