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**DECLARATION OF PROTECTIVE COVENANTS
HATCHER ESTATES
SECTION NO. 1, PHASE NO. 1**

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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **2774** PG **256-267**

**STATE OF GEORGIA
COUNTY OF HOUSTON**

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 30th day of SEPTEMBER, 2003, by THARPES MILL, LLC, a Georgia limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, THARPES MILL, LLC is the owner of the following described real property to wit:

All that tract or parcel of land situate, lying and being in Land Lots 127, 128, 129 AND 130 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block A, Lot 1, Block B, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block C, and Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27, and 28, Block D, Hatcher Estates, according to a plat of survey prepared by Scarborough Land Surveys, Inc., dated September 12, 2003, of record in Plat Book 61, Page 151, Clerk's Office, Houston superior court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS, it is to the interest, benefit and advantage of the Declarant 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, promulgate and declare the following Protective Covenants to apply to the above described property. 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 December 31, 2023, at which time these covenants may be extended or terminated in whole or in part as hereinafter provided.

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 (1) detached single family dwelling, not to exceed three(3) stories in height, and a private garage for not more than four(4) automobiles. No garage shall face

the street but instead shall have entry for vehicles on the side of said garage. Corner lot garage shall face minor street side only (for this description, Country Lane is the major street and Country Court is considered the minor street). All structures shall be of conventional construction. Mobile homes, modular homes, Department of Community Affairs (DCA) homes, log homes, or preassembled structures are prohibited. Construction must begin on lots purchased at least two years from date of purchase and all houses constructed on said lots must be fully completed within one year after the date a building permit is obtained.

2.

ARCHITECTURAL CONTROL OF OUT BUILDINGS AND ADDITIONS.

No building, structure, wall, or fence shall be erected, or placed or altered on any lot until the construction plans and specifications and a plan showing location thereof 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 finished grade elevation. Approval shall be as provided for in Paragraph 20 hereinafter set forth. No chain link fence shall be allowed. Upgraded architectural or shadow shingles are required. All room additions and added structures and additions of any type or nature whatsoever must be approved by the Architectural Control Committee and shall be required to conform to applicable minimum county building code requirements as well as the minimum code requirements of any applicable state or municipal requirements. All storage sheds or out building used primarily for storage shall conform to all applicable code requirements and must have the same materials, colors, and architectural design as the main structure and must be approved by the Architectural Control Committee.

3.

MINIMUM DWELLING SIZE AND SPECIFICATIONS.

a. No dwelling shall be permitted on any lot with the ground floor area of the main structure, exclusive of open porches, patios and garages, being less than 2000 square feet for a one story dwelling, nor less than 2400 square feet for a dwelling of more than one story, with the main floor having no less than 1400 square feet.

b. No slab foundation shall be allowed unless the front elevation of the main (ground) floor is 2.0 feet above the ground at the minimum point of elevation.

c. there shall be no less than an ten by twelve (10 X 12) pitch for the main roof of any dwelling or any building on said lot.

d. Driveways shall be only of concrete and a minimum of twelve feet (12 feet in width).

e. All foundations shall be covered by stucco material, clay brick, or decorative

stone unless waived by the Architectural Control Committee. All utility lines, including lines to auxiliary structures, shall be buried underground.

f. No metal chimneys shall be visible from any front or side street.

g. Fences and Walls. As stated, no fence or wall of any kind shall be erected, maintained or altered on any lot without prior written approval of the Architectural Control Committee of plans and specifications for such fences and walls. No fence shall extend closer to the street than the building set back line or the set back line established by the main dwelling, which ever distance is greater unless approved by the Architectural Control Committee.

h. Exterior Building Materials. All external colors and materials on structures shall be specified on the plans and approved by the Architectural Control Committee. All exterior wall construction shall be either of brick, stucco, synthetic stucco, or decorative stone. No artificial brick, stone or wood may be used as siding. No 4' x 8' exterior sheet siding, or any other sheet type siding may be used on exterior walls of the house without Architectural Control Committee approval. No unfinished concrete blocks are allowed. The siding on the sides and back of the house shall be of the same siding materials as the front of the house.

i. Windows and Doors. Silver finished aluminum doors (including sliding glass doors) and windows are prohibited. Wood windows or vinyl clad windows are preferred but the Architectural Control Committee may approve other styles if the same are aesthetically acceptable.

j. Roof. Roof materials and color shall be specified in the plans and submitted to the Architectural Control Committee for approval and shall be consistent with the design standards.

k. Sidewalks. Four foot concrete sidewalks shall be installed on each lot as shown of recorded subdivision plat prior to the lot being occupied for residential purposes. The sidewalks shall be installed in accordance with the City of Warner Robins specification and regulations on each lot.

4.

BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. For the purposes of this covenant, eaves, steps, patios and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The restrictions set out in this paragraph may be altered, varied or waived on an individual lot basis by approval from the Architectural Control Committee.

5.

SUBDIVISION OF LOTS. None of the lots, shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with continuous portion or portions of one or more lots in the same block may be used for one building site, but in such instances no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20) feet.

6.

EASEMENTS. The Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns the following Easements with respect to the lots hereinabove described, to-wit:

a. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded plat of survey and over the rear ten (10) feet of each lot. Drainage flow shall not be obstructed, nor be diverted from the aforesaid recorded plat of survey.

b. An easement over, upon and across each lot for the purpose of land application of waste water affluent provided however, such application shall be to the extent and only on that portion of each lot as may be approved by applicable Georgia Law and the rules and regulations of the Department of Public Health and Georgia Department of Human Resources, Environmental Protection Division, or other applicable State and or Federal agencies.

c. Maintenance of any drainage easement or area located on or adjacent to any lot in the subdivision shall be the sole responsibility of the lot owner. In the event any lot owner in the subdivision fails to adequately maintain said drainage easement or area, Declarant or the Architectural Control Committee shall have the right, but not the obligation, to have such work as may be needed performed, and to assess the lot owner for the cost of said work. In the event such work is done, a lien shall arise and be created in favor of Declarant or the Architectural Control Committee and against such lot for the full amount of the cost of said work and shall be due and payable within thirty days after the owner is billed therefor.

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, including lack of maintenance of grounds. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises

free from weeds, underbrush, or refuse piles or other unsightly growths or objects such as junk motor vehicles, then the Declarant or the Architectural Control Committee may enter upon said lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of Declarant or the Architectural Control Committee and against such lot for the full amount of said removal and shall be due and payable within thirty days after the owner is billed therefor.

8.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporally or permanently, unless approved by the Architectural Control Committee.

9.

SIGNS, ENTRANCE AND MAILBOXES. 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 owners and builders to advertise the property during the construction and/or sale period. Said sign shall not be over six square feet (6 sq. ft.) in area. Each home shall have only an approved mailbox which shall be uniform with all other mailboxes in the subdivision as follows:

Driveway entrances shall be designed and constructed so as to reflect the design and theme of the subdivision. The purpose of this is to give uniformity in the entrances to each home/driveway and to carry a theme throughout the development. Mail boxes shall be incorporated into the driveway entrance structure and shall be constructed in the same brick as used in the house.

10.

ANTENNAE, TOWERS, SATELLITE ANTENNAS, ETC.. No clotheslines, antennas, towers or satellite antennas or satellite dish shall be erected on any lot for any purpose, nor shall any of the above be affixed to the outside of any dwelling on any lot, without prior written consent of the Architectural Control Committee. Placement of flagpoles shall be attached to the main dwelling and shall require prior approval of the Architectural Control Committee, no flag shall be larger than twenty-four square feet in area (24 sq. ft.), no more than one (1) flag shall be flown at any time. No flag pole shall be allowed to be placed in yard and shall only be mounted on side of home at a 45 degree angle. Said flag pole shall be no longer than four feet.

11.

VEHICLE PARKING. No vehicle shall be parked on any street in the

subdivision. No trucks or trailers motor homes or campers shall be parked for overnight (or longer) storage on any lot in the subdivision, unless the same shall be parked in such a manner so that it is not visible to the occupants of the other lots in the subdivision and the users of any street in the subdivision. Any garage built for such storage must have prior approval of the Architectural Committee as in paragraph (2) herein. Under no circumstances shall any nonoperable motor vehicle be allowed to remain on the premises more than ten days and 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.

12.

OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining 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.

13.

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 any commercial purposes. Placement and construction of a pen for pets must have prior approval of the Architectural Committee and shall be no larger than 144 sq. ft. in size. Nothing to the contrary withstanding, no owner or occupants of any residence shall at any one time have on the premises a total of more than three dogs or three cats except if said dog or cat shall give birth, whereupon the owner or occupants of said residence shall have a period of twelve weeks from the date of the birth of said puppies or kittens during which this provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any lot shall be kept on a proper leash or chain at all times unless said lot is completely and properly fenced in and no dog or cat shall be allowed to run free except on his owner's lot and then only if the same is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving his owners lot.

14.

VEGETABLE GARDENS, GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary container. An incinerators and other equipment for the storage or disposal of such materials 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 placed and screened, and kept, so as not to be visible from any street in the subdivision, or adjacent to the subdivision, at any time, except at the times when regular trash collection are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee. No vegetable garden shall be placed on any lot unless said garden is 500 sq. ft or less.

15.

SEWERAGE DISPOSAL. No individual sewerage disposal system shall be permitted on any lot unless such system is designated, located and constructed accordance with the requirements, standards and recommendations of the Georgia Department of Public Health or other applicable environmental authority.

16.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property line and a line connecting them at points twenty-five (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 site line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. 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.

17.

LANDSCAPING AND REMOVAL OF TREES. The builder, contractor, or owner of each residential lot shall certify to the Architectural Control Committee at the completion of the residence erected on each said lot that a minimum of \$800.00 cost to said builder, contractor, or owner has been expended on the shrubbery on each lot within the subdivision. Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. Said costs shall not include the clearing and preparing of the lot for construction of the improvements, but shall be limited to amounts expended for the finish work required in landscaping, so as to provide landscaping which will enhance the appearance of said lot and the subdivision. The proposed removal of any tree larger than four (4) inches in diameter must have prior approval of the Architectural Control Committee. Fences must have prior approval of the Architectural Control Committee as to placement and materials. In addition to the \$800.00 required for shrubbery each builder, contractor or owner of each residential lot shall sod the front and side yards with centerpede grass.

18.

SOIL EROSION. All property owners shall fully comply with EPA Soil Erosion Requirements while carrying on any construction on any lot.

19.

DILIGENCE. The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner. 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.

20.

ARCHITECTURAL CONTROL COMMITTEE

(a) MEMBERSHIP. The Architectural Control Committee is composed of Russell W. Melvin, 124 Barecky Drive, Warner Robins, Georgia 31088 and James C. Melvin, 225 Cartwright Drive, Bonaire, Georgia 31005 and Ed. E. Faircloth, Jr., 308-A Margie Drive, Warner Robins, Georgia 31088. 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 and because of such lack of compensation shall not be accountable to other lot owners in the subdivision while acting in their official capacity as a member of the committee. At any time after three (3) years from the date of this instrument the then record owners of a majority of the lots in said subdivision shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from, or restore to, the committee any of its powers and duties. As of the date of recordation of these Protective covenants, all privileges, powers, rights and authority shall be vested in this Architectural Control Committee and exercised by it.

(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 Architectural Control 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 therefor are specifically stated in a conveyance of a lot made by a Declarant, the owner and occupants 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 Control Committee Architectural. Each such building, fence, wall or other structure shall be placed on the premises in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specification by said 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. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within sixty (60) days after written request therefor, then such approval shall not be required; provided that no building, fence or other structure shall be erected which violates any of the covenants herein contained. In matters of dispute over the meaning, interpretation and spirit of these Protective Covenants, the Architectural Control Committee is the ultimate authority.

Items which must be submitted to the Architectural Control Committee:

1. Site Plan showing location of house on lot in relation to setback lines.
2. Floor Plan of house showing heated/cooled square footage. Front, side, and rear elevations, including schedule of exterior surfaces including roof relative to color and material.
3. Detailed Landscape Plan for front, side and rear yards including irrigation system, if applicable.
4. Other items as required, when necessary, such as placement of dog pens.
5. Outbuildings and all other structures.
6. Fences, Gates and Walls.

21.

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 commencing on the date these covenants are recorded and ending December 31, 2023, after which time said covenants shall be automatically extended for successive periods of five (5) years each, 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.

22.

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

23.

ASSESSMENTS

COVENANTS FOR ASSESSMENTS. The Declarant for each lot, tract

or parcel of land owned by it within the Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to the covenant to pay to the Hatcher Estates Maintenance and Improvement Association (the Association), a corporation organized and existing under the Code of the State of Georgia such assessments as hereinafter set forth. The above mentioned Association shall become incorporated when the Declarant becomes a minority owner of entire subdivision and the majority of individual lot owners shall be responsible for the formation, application and organization of said Association. The following general and special assessments to wit shall be managed by Declarant until the formation of the above mentioned Association.

a. GENERAL ASSESSMENT. Each lot owner shall be assessed a prorated portion of the actual cost by the Association and/or Declarant for the maintenance of the entrance sign, fence and landscaping.

b. PURPOSE OF ASSESSMENT. The assessment levied and collected by the Association/Declarant shall be used exclusively for the purpose of promoting the comfort, safety and welfare of the owners of lots in the Hatcher Estates subdivision, and for the payment of the costs of maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts, landscaping and fence maintenance).

c. DUE DATE OF ASSESSMENTS. The general assessment shall be due and payable in annual installments and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Association/Declarant.

d. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT. The assessments provided herein, shall be the personal and individual debt of the owner(s) of the property covered by such assessments. No owner (including Declarant) may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15.00%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

e. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this paragraph 23 but unpaid, shall, together with interest as provided in sub-paragraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s), and his heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition on improvement of the property in

question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph (c) above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owners) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

f. EXEMPTIONS. The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of or improvements to the subject lot, tract or parcel, whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of the security deed or is made by the mortgagee who has acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

24.

PUBLIC STREET LIGHTING. As a benefit to each of the owners of lots in said subdivision, public street lighting shall be furnished in said subdivision and 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 with Flint Electric Membership Corporation, its successors or assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

25.

SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall not affect the validity of the remaining covenants which shall remain in full force and effect.

26.

DECLARANT'S RIGHT TO AMEND. In addition to any waivers and variances hereinbefore provided for, Declarant reserve the right to amend, alter, or modify any of said restrictions in these protective covenants and to resurvey or resubdivide any portion of the property subject to the provisions of these protective covenants in the Declarant's sole discretion.

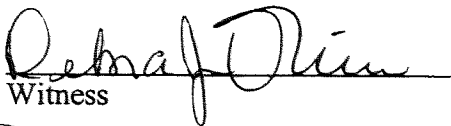
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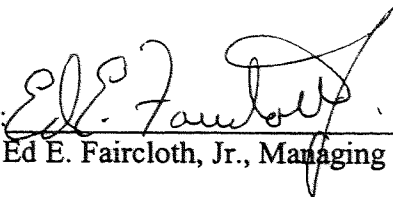
REMEDIES FOR VIOLATIONS. For a violation or breach of any of these protective covenants by any person, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, the failure promptly to enforce any one or more of the protective covenants shall not bar their enforcement at a later date.

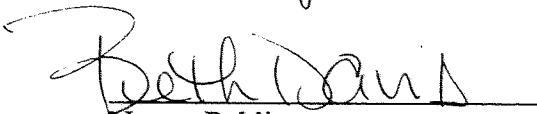
IN WITNESS WHEREOF, the said Declaring has caused these protective covenants to be executed on the day and year that above written.

Signed, sealed and delivered
in the presence of:

THARPES MILL, LLC


Witness

By:  (SEAL)
Ed E. Faircloth, Jr., Managing Member


Notary Public

