

STATE OF GEORGIA
COUNTY OF COWETA

PROTECTIVE RESTRICTIONS AND COVENANTS FOR

WHISPER CREEK SUBDIVISION Phase I and II

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 6th day of June, 2006 by The Whisper Creek Homeowners Association, a Georgia Non-profit Corporation, as agent for and on behalf of the owners of that certain property known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 46, 47, 48, 49, 50, 51, 52 and 53 in Whisper Creek Subdivision, Phase I, as per plat recorded in plat book 78, page 84, Coweta County, Georgia, and of that certain property known as Lots 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, and 45 in Whisper Creek Subdivision, Phase II, as per plat recorded in plat book 79, page 66, Coweta County, Georgia, hereinafter referred to collectively as the "OWNERS" or "HOMEOWNERS."

WITNESSETH

WHEREAS, the Homeowners are the owner(s) in fee simple title of that certain tract or parcel of subdivided land (hereinafter sometimes referred to as the "Subdivision") known as Whisper Creek subdivision, Coweta County, Georgia.

WHEREAS, it is the responsibility of the Homeowners and of each and every person and/or entity hereinafter purchasing any lot within the subdivision to establish and abide by the within protective restrictions and covenants to insure the most beneficial development thereof and to prevent any use as might tend to diminish the value or enjoyment of the subject property.

NOW THEREFORE, for and in consideration of the premises and in consideration of the benefits to be derived by the owner and each and every subsequent Homeowner of any lots in the subdivision, the Homeowners do hereby set forth, establish, promulgate, publish, and declare the following protective restrictions and covenants to apply to all of the lots in Whisper Creek subdivision, Coweta County, Georgia, and to all of the future Homeowners of such lots, together with the heirs, successors and assigns of the Homeowners herein and all successive Homeowners. The within protective restrictions and covenants shall replace any and all prior versions, shall become effective immediately, and are hereby declared to be covenants running with the land, and shall remain binding upon all Homeowners and future Homeowners.

These Covenants and the governance thereof are established under the Georgia Property Owners' Association Act, Article 44-3-220 through 44-3-235 of the Georgia Code.

I. LAND USE. All lots within the subdivision shall be used solely for single-family detached residential use. No lot within the subdivision may be used as a rental property. No trade or business that creates retail traffic or allows the visitation of clients shall be conducted on any lot.

II. DWELLING QUALITY AND SIZE Each dwelling shall have a minimum of one thousand eight hundred (1,800) square feet of heated space exclusive of porches, garages, decks, and basements. All exteriors shall be finished with stucco, stone, brick, siding, or a combination of such materials. Cedar siding is not permitted. No concrete block foundation or concrete block retaining wall shall be exposed on any completed dwelling or lot. Landscape and/or aesthetic concrete block is permitted. All exteriors shall be properly maintained to include, but not limited to, painting, repairs, and pressure washing.

III. BUILDING LOCATION All dwellings shall be constructed and located within the permissible building setbacks as shown on the plat of survey depicting Whisper Creek subdivision, as recorded in Plat Book 78, Page 84 and Plat Book 79, Page 66, Coweta County, Georgia records.

IV. DRIVEWAY AND PARKING All driveways must be completely paved with concrete material. All vehicles must be parked in the garage or on a concrete drive or pad. Each residence must contain a minimum two (2) car side-entry garage which shall be located in compliance with the building setback lines and depicted on the aforesaid plat. Parking on the streets within the subdivision, except for emergency and guest parking, is strictly prohibited. No inoperable vehicles of any nature or kind shall be allowed to remain on any lot other than in the Homeowner's closed garage. No recreational or commercial-class vehicles of any type, including but not limited to such items as motor homes, boats or boating equipment, ATVs, golf carts, motorcycles, trailers of any type, and so forth, shall be stored upon any lot in a manner as to be seen from the street or neighboring residence. Screens such as privacy fences and Leyland cypresses may be used to block the view of the aforementioned objects. Everyday use passenger cars and trucks are the only vehicles allowed to be parked so as to be seen from the street or neighboring residence. Any repairs or maintenance to vehicles are to be done within the Homeowner's closed garage.

V. STORAGE BUILDINGS/DETACHED GARAGES No storage building or detached garage of any nature or design shall be erected or placed upon any lot unless written approval has been granted by the Architectural Control Committee (hereinafter sometimes referred to as the "ACC") prior to the commencement of the construction or placement of such storage building/detached garage. Further, no other building of any nature or design shall be erected or placed upon any lot unless written approval has been granted by the Architectural Control Committee. All storage buildings/detached garages must be located to the rear of the home located upon the lot. The maximum allowable exterior dimensions of any storage building/detached garage are thirty (30) feet by forty (40) feet. All storage buildings/detached garages must be "stick built" and must have the same color siding and the same roofing materials as the home situated on the lot. If the

home has a "full brick" front, then a detached garage must also have a "full brick" front. Construction of storage buildings/detached garages should be similar in characteristics and aesthetics to the main structure.

VI. FENCES No fences shall be erected or placed upon any lot unless written approval has been granted by the Architectural Control Committee (see Sec XIII) prior to commencement of the construction or placement of a fence. No fence shall be erected upon any lot forward of the rear line of the dwelling located upon such lot. The use of chain link fence is not prohibited, provided that such chain link fence is not visible from the street and is black vinyl-coated chain link. Wood fences are to be constructed from pressure treated materials only. No cedar fencing is permitted. Vinyl panels are permitted with prior written approval from the ACC.

VII. RECREATIONAL EQUIPMENT All recreation and play equipment, including but not limited to swing sets, basketball goals, picnic tables, grills, etc., shall be kept in the rear yard of any lot so as to not be readily visible from the street. Basketball goals, either permanent or moveable, may be placed next to the turnaround of a driveway; however, no moveable basketball goals shall be kept or used in any driveway or street.

VIII. SIGNS No sign of any kind shall be displayed on any lot, except one (1) professional sign not exceeding nine (9) square feet advertising a dwelling or lot for sale, and one (1) security monitoring sign. This restriction shall not, however, apply to the original developer during his ownership of any of the lots contained within this subdivision. Professional signs are signs for the advertisement of the home for sale

IX. LIVESTOCK AND POULTRY No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot with the exception of dogs, cats, and other household pets provided that they are not kept in such numbers as to create a nuisance. All such pets shall be kept in an enclosed or fenced area and shall not be permitted to run at large.

X. LOT SIZE No homeowner shall alter the size of any lot as depicted on the aforesaid recorded plat of subdivision without the express prior written approval of the Architectural Control Committee and all appropriate county authorities.

XI. GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk cars, or other waste materials. All lots, including vacant lots, shall be properly maintained by the Homeowners. In the event a Homeowner shall allow his land to become unsightly from trash, rubbish, or improper maintenance and such Homeowner fails and refuses to clean and maintain such lot, after written notice from the HOA, the HOA may clean, or have such lot cleaned at the sole and entire expense of the Homeowner in violation of this paragraph.

XII. NUISANCE No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon tending to cause excessive noise, embarrassment, discomfort, annoyance, or nuisance to any adjoining Homeowners. No plants, animals, devices, or other such things shall be allowed whose existence or activities is in any way

noxious, dangerous, unsightly, unpleasant, or of a nature as may lend to diminish or destroy the enjoyment of the surrounding property. Any lighting used to accent or light the exterior of any dwellings shall be white. No lighting should be used in a way that would cause a nuisance to adjoining Homeowners. No vehicle, ATV, motorcycle, etc. shall be driven on any lot other than on the driveway, and no vehicle, ATV, motorcycle, etc. shall be driven anywhere in the subdivision in a recreational manner which creates a nuisance to adjoining Homeowners.

XIII. ARCHITECTURAL CONTROL COMMITTEE (ACC) No building, dwelling, or improvement of any kind shall be erected or placed upon any lot until the design and location thereof has first been submitted in writing to, and approved by the ACC. All exterior materials proposed to be used for the construction of a dwelling, or the installation of fencing, must be submitted in writing to the ACC for approval prior to its use. The unanimous decision of the ACC shall be necessary to obtain such approval. Architectural control shall be exercised over all building materials and shall take into account the harmony of the external design with all surrounding existing structures, and the location of all improvements with respect to the topography and finished grade elevation of the subject lot. The plans and specifications for all buildings, dwellings, or improvements of any kind shall be initially submitted in writing to the Architectural Control Committee. All submissions are to include a detailed drawing of the subject lot and each submission shall include exact specifications describing the proposed building, dwelling, or improvement, and a projected date of completion.

- (i) The ACC shall consist of three (3) Homeowners, elected by the Homeowners at the annual meeting. The members of the ACC may or may not be Directors of the HOA. The Board of Directors shall have oversight of the ACC, and may overrule any decision of the ACC. The ACC shall not have authority to approve requests for waiver or deviation from these Covenants; any such requests require approval by the Board of Directors.
- (ii) The ACC must approve or disapprove, in writing, all plans and specifications submitted within thirty (30) days following their submission.

XIV. SUBDIVISION ENTRANCEWAY AND COMMON AREAS The owner shall have the initial responsibility of maintaining the entranceway into the subdivision and the common areas. This responsibility shall include the maintenance of all landscaped areas and retention ponds and the maintenance of all entranceway signs and structures. The owner shall retain this responsibility until such time as the owner decides, in its sole discretion, to turn over this responsibility to the homeowners association (if any) or to the Homeowners. The Homeowners may be assessed by the owner or the Homeowners Association for the annual cost of this maintenance.

XV. INSTALLATIONS No above ground pools are permitted upon any lot. No satellite receiving dishes may be installed within view of any lot in the above-stated subdivision

unless approved by the ACC. However, satellite receivers no larger than twenty-four (24) inches in diameter shall be allowed on the rear side of the roof of any home constructed, so long as it is not visible from the front of the lot. No citizen's band (CB) towers or other radio or television transmission or reception towers shall be erected on any lot other than the customary attached antennae which do not exceed eight feet in height above the roof-ridge line of any house. No antennae are permitted which are visible from the front of the subject lot. No free-standing transmission or receiving towers of any kind shall be permitted. No clothes lines are to be installed upon any lots which are visible from the street. All mailboxes and mailbox posts are to be uniform and in such form as is selected by the ACC.

XVI. MAINTENANCE OF LOTS Each lot shall be maintained in a sightly and sanitary condition. All grass and landscaping shall be properly maintained to include, but not limited to, mowing, edging and weed control, of all grass and landscaped areas visible from the street or neighboring residence. Should any Homeowner fail or refuse to maintain their lot in such a condition, the HOA shall be entitled to provide written notice to such Homeowner of the deficiencies in maintenance as determined by the HOA. If such deficiencies are not corrected within seven (7) days after receipt of such written notice by the Homeowner, the HOA may, at the expense of the Homeowner, enter the lot and perform such maintenance. The cost of such maintenance may be specially assessed against the Homeowner of such lot and the HOA shall have lien rights therefore as in the case of other assessments. The provisions of this paragraph permitting the HOA to perform maintenance and assess the cost thereof shall not apply to lots owned by the original developer. No person shall change the exterior of any structure to a color different than the original color of said structure without the proposed color having been approved by the Architectural Control Committee.

XVII. TERM The within restrictions and covenants shall be binding upon all Homeowners of the lots contained within the subdivision until June 6, 2026. Such restrictions and covenants may be extended or modified in writing by a majority vote of the then Homeowners of the subject lots. Such majority's decision shall be binding upon all persons then owning any lot or lots in the subdivision, and upon any and all future Homeowners acquiring title to such lots.

XVIII. ENFORCEMENT. Enforcement of any of the protective restrictions and covenants set forth herein shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any restriction or covenant contained herein. Enforcement shall be either to restrain the alleged violation, remove the alleged violation, and/or to recover damages for such violation. Enforcement proceedings may be brought by the owner herein, provided that the owner has title to any lot within the subdivision at the time of the commencement of the proceedings, or by any Homeowner within the subdivision. The prevailing party in any such enforcement proceeding shall be entitled to reasonable attorney fees and court costs incurred in prosecuting or defending any alleged violation. Although the owner/owners shall have the right to enforce the foregoing restrictions and covenants, they shall not be legally obligated to do so and shall not be liable to any Homeowner or any other person for their failure to do so. If, however, the

owner fails or refuses to enforce these restrictions and covenants, then, in this event, any of the Homeowners, or any other interested persons, may enforce these restrictions and covenants at their own expense and without recourse against the owner/owners.

XIX. SEVERABILITY The invalidation of any of these restrictions and covenants by Court Order shall not affect any of the other restrictions or covenants contained herein. All such restrictions and covenants not invalidated by Court Order shall remain in full force and effect.

IN WITNESS WHEREOF This instrument has been duly executed by an authorized representative of the owner, such representative having hereunto set their hand and affixed the seal of the corporation the day and date first mentioned above.

WHISPER CREEK HOA, INC.

By Barbara Goff

_____,
Barbara Goff
President
Whisper Creek HOA, Inc.
(affix corporate seal)

Notary Public Carter Lucas

CARTER LUCAS
Notary Public, Coweta County, Georgia
My Commission Expires April 3, 2010

Mark Clemons

MARK CLEMONS

WITNESS