

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY, GA

2008 APR -2 AM 11:28

LYNN W. HAM
CLERK

BY: *Diane Letson*

1383

Record and return to:
Charles B. Haygood, Jr.
Haygood, Lynch, Harris,
Melton & Watson, LLP
P. O. Box 657
Forsyth, GA 31029
File No. A34-15514

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS FOR MAYNARD MANOR SUBDIVISION
(the "Declaration")**

This First Amendment to the Declaration, made this 25th day of June, 2007, by
Ingram & LeGrand Lumber Company, a Georgia Corporation (the "Developer").

WITNESSETH:

WHEREAS, the Declaration is dated March 24, 2006, and is recorded in Deed
Book 1118, Page 51, Monroe County Records;

WHEREAS, Developer finds it necessary to amend the declaration in certain
particulars;

AND WHEREAS, Developer owns more than 75% of the lots in Maynard Manor
Subdivision;

NOW, THEREFORE, pursuant to ARTICLE V, Section 7 of the Declaration, the
Declaration is herewith amended as follows, to-wit:

1. ARTICLE IV, Section 7.(g) is herewith deleted in its entirety and a new
ARTICLE IV, Section 7.(g) is herewith inserted in lieu thereof as follows:

"(g) The enclosed, heated and air conditioned finished floor living area (exclusive of garages, carports, patios, porches, balconies, decks, attics and basement areas) of dwellings to be built on Lots shall contain not less than One Thousand Eight Hundred (1,800) square feet, if single story; and Two Thousand One Hundred Fifty (2,150) square feet, if one and one-half (1 1/2) story or larger. No dwelling shall be constructed exceeding three-stories in height, including basement, on any Lot."

2. The Developer by signing below gives its consent to this First Amendment to the Declaration, as Developer, and as owner of more than 75% of the Lots in Maynard Manor Subdivision.
3. Except as herein amended, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to the Declaration to be executed in its name by its duly authorized officer and the corporate seal affixed on the day and year first above written.

"DEVELOPER"

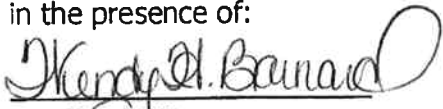
INGRAM & LEGRAND LUMBER COMPANY

By: 

OTIS B. INGRAM, III, President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:


Unofficial Witness



Notary Public

My Commission Expires: 4-19-2011

(Affix Notary Seal)



BOOK 1283 PAGE 181

1567

Covenants NB

FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

MAR 27 2006 PM 2:34

LYNN H. HARRIS
CLERK

BY: *[Signature]*
[Signature]

Record and return to:
Charles B. Haygood, Jr.
Haygood, Lynch, Harris,
Melton & Watson, LLP
P. O. Box 657
Forsyth, GA 31029
File No. A34-15154

**DECLARATION OF PROTECTIVE COVENANTS
FOR MAYNARD MANOR SUBDIVISION**

THIS DECLARATION, made this 24th day of March, 2006, by **INGRAM & LEGRAND LUMBER COMPANY**, a Georgia Corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the Lots in Maynard Manor Subdivision, hereafter described, and

WHEREAS, Developer desires to devote the Lots to residential use and considers it desirable and appropriate to record this Declaration applicable to the Lots:

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer, its successors and assigns, and each and every subsequent Owner of any Lot located in the Subdivision, Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all Lots located in the Subdivision, to all persons owning the Lots, and the Lots shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used, subject to this Declaration.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, or in any Supplementary Declarations, shall have the following meanings:

Section 1. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other provisions herein set forth in this entire document, and as may be shown on the Plat, as same may from time to time be amended.

Section 2. "Developer" shall mean and refer to INGRAM & LEGRAND LUMBER COMPANY, a Georgia Corporation, or any successor in title or any successor in interest to Developer to all or any portion of the Lots then subject to this Declaration.

BOOK 1118 PAGE 051

Section 3. "dwelling", "house", "home", or "residence" shall each mean and refer to a residential dwelling unit to be constructed, erected or located on a Lot which is designed and intended for use and occupancy as a residence by a single family.

Section 4. "Lots" shall mean the Parcels in Maynard Manor Subdivision, numbered 1-12, inclusive, as shown on the Plat. "Lot" means any one of the Parcels shown on the Plat.

Section 5. "Plat" shall mean a certain plat of survey of Maynard Manor Subdivision consisting of two (2) pages (being Plat No. 06-124.1 and 06-124.2) prepared by Hugh W. Mercer, Jr., Surveyor, dated February 3, 2005, revised March 23, 2006, and recorded in Plat Book 28, Pages 128 and 129, Clerk's Office, Monroe Superior Court. The Plat and all information shown thereon is by this reference incorporated herein and made a part hereof for all purposes.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Person" shall mean and refer to a natural person, corporation, a limited liability company, partnership, association, trust or any other legal entity, or any combination thereof.

Section 8. "Structure" shall mean and refer to:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fencing, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, dwelling, house, residence, satellite dishes or similar apparatus, barns, stables, paddocks, shelters, horse riding rings or any other improvement to such Lot; and

(b) any excavation, grading, fill ditch, diversion dam or other thing, object or devise which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, lake, pond, wash or drainage channel from, upon or across any Lot; and

Section 9. "Road" shall mean and refer to Maynard Church Road, upon which all Lots front.

Section 10. "Subdivision" shall mean MAYNARD MANOR SUBDIVISION.

Section 11. "CGEMC" shall mean Central Georgia Electric Membership Corporation.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Purpose of Architectural Control; Powers and Duties of Developer. The purpose of Architectural Control is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Developer for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the Subdivision and with the standards of the development of the Lots, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Developer shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without limitation, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

Section 2. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Developer or its appointed representative. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Developer, including, without being limited to:

(a) a site plan and blueprint showing the location of all proposed and existing Structures on any one Lot, including building setbacks and driveways;

- (b) foundation plans;
- (c) floor plans;
- (d) exterior elevations of all proposed Structures, and alterations to existing Structures, as such Structures will appear after all back-filing and landscaping are completed;
- (e) specifications showing the nature, kind, shape, height, materials, basic exterior surfaces, finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof; and
- (f) plans for landscaping and grading.

Structures and plans and specifications relative thereto will not be approved for engineering or structural design or quality of materials, and by approving such Structures and plans and specifications relative thereto, neither the Developer or its representatives assumes any liability or responsibility therefor, nor for any defect in any Structure constructed from such plans and specifications, nor shall the Developer or its representatives have any responsibility to verify that any such plans and/or specifications comply with any building codes, county ordinances, zoning laws or any other laws, rules or regulations. Neither the Developer nor its representatives shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of Lots affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Lot agrees that he/she will not bring any action or suit against Developer, or its representatives to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue the Developer or its representatives for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 3. Right of Inspection. The Developer and its representatives shall have the right, without the obligation, during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Developer shall

not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

ARTICLE III

EASEMENTS

Easements are hereby reserved by the Developer for drainage and/or utilities on all boundary lines separating Lots shown on the Plat: Dimensions of said easements: 10' in width, adjacent to, and parallel to said boundary lines, each side. Easements are also hereby reserved for utilities along the frontage of each Lot and along the back line of each Lot, which easements shall be 10' in width, adjacent to and parallel to said front and back lines.

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be used exclusively for residential use. No structures shall be erected, altered or permitted to remain on any Lot other than one (1) single family residential dwelling, in addition to such garages, decks and other outbuildings erected for the pleasure and convenience of such single family residence. No temporary house, shack, tent, mobile or modular homes shall be erected, placed, or moved onto any Lot. All homes shall be constructed on site. No apartments or duplexes shall be allowed. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose except as approved in writing by Developer; provided, however, that nothing herein shall be construed to prohibit or prevent Developer from using any Lot owned by Developer for the purpose of carrying on business related to the development, improvement and sale of Lots. This provision shall not prevent residents from maintaining and using private offices at their residences provided such use is incidental to the primary residential use of the Lot and other provisions of this Declaration are complied with.

Section 2. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in or on any Lot, nor shall anything be done therein or thereon which, in the judgment of the Developer, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owner's use of their Lots.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive.

Section 3. Resubdivision of Lots. No Lots in the Subdivision may be resubdivided in a manner that will result in an increase in the total number of Lots in the Subdivision, provided, however, this shall not preclude (i) Developer from resubdividing or changing the boundary lines of any Lots now or hereafter owned by Developer, so long as the change does not create a Lot of less than five (5) acres, and (ii) the conveyance of part of a Lot to the owner of the adjacent Lot, so long as such conveyance does not create a Lot of less than five (5) acres.

Section 4. Signs.

No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" sign, provided, however, that in no event shall any such sign be larger than six (6) square feet in area, and which sign shall be removed immediately following the consummation of the sale of the Lot.
- (iii) entry signs used to identify the Subdivision and marketing signs used to advertise the Subdivision by Developer.
- (iv) security signs approved by the Developer.

Section 5. Recreational Vehicles, Trailers, etc. If recreational vehicles, trailers, campers, trucks (except pickups, SUV's and vans), travel buses or any such equipment are parked on the Property, they must be situated to the rear of the house and cannot be placed on any vacant lot. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen (14) days. No Owners or occupants of any Lot shall repair or restore any vehicle of any kind upon any Lot, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No tractor-trailers shall be parked on any Lots.

Section 6. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a barn, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall be architecturally compatible with the dwelling situate on the Lot. With the exception of a garage that is attached to a dwelling, or a mailbox, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the Road abutting such Lot.

Section 7. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements on any Lot shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Homes will be required to have three sides brick, stucco, hardi-plank, or stone accent with four sides masonry foundations. Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.

(c) Only one mailbox shall be located on any Lot.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devises, or any other materials or devises used for building purposes shall be stored on any Lot except for purposes of construction of the dwelling or accessory structure on such Lot nor shall any building materials or devises be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devises are to be used.

(e) Above-ground storage tanks shall be screened from public view by use of fences, walls and/or shrubbery.

(f) Containers for garbage and other refuse shall be in secured sanitary enclosures, and must be concealed from view from the Road and adjoining Lots. Garbage containers which are taken to the curb for collection will be timely removed.

(g) The enclosed, heated and air conditioned finished floor living area (exclusive of garages, carports, patios, porches, balconies, decks, attics and basement areas) of dwellings to be built on Lots shall contain not less than Two Thousand Two Hundred (2,200) square feet, if single story; and Two Thousand Five Hundred (2,500) square feet if one and one-half (1 ½) story or larger. No dwelling shall be constructed exceeding three-stories in height, including basement, on any Lot.

(h) All front door stoops and steps are to be brick or stone. Exposed concrete or stucco steps are NOT acceptable.

(i) Any garages constructed on a Lot shall not face towards the Road and all garages shall be constructed with a door that will close so that the interior of the garage is not exposed to view.

(j) All pools will be required to be fenced and all filter tanks, pool chemical feeders and any other above ground apparatus must be enclosed or hidden from view. Pools shall be placed in the rear yard only and no above ground pools shall be allowed.

(k) All Lots shall have the following minimum building set back lines: One Hundred (100) feet from the front of each Lot, thirty (30) feet from the side of each Lot, and one hundred (100) feet from the back of each Lot.

The front of each Lot will be the Road, provided, however, the front of Lot 5, which is bounded on two (2) sides (northerly and easterly) by the Road shall be the Road frontage toward which the dwelling to be constructed on Lot 5 faces.

For purposes of this Covenant, eaves, steps and open porches shall be considered a part of the dwelling.

(l) Any satellite dishes or similar apparatus ("Dish") shall be installed in such a manner as to be shielded from public view by use of fences, walls or shrubbery, unless to do so would interfere with the TV signal. The smallest Dish practicable and available shall be used.

(m) Once construction has begun on a Structure, same must be completed within 365 days.

(n) No aluminum or portable carports shall be allowed.

(o) All dwellings shall have a paved concrete or asphalt driveway.

(p) No walls or fences of any type shall be constructed on any Lot until after the height, type and design and approximate location thereof shall have been approved in writing by the Developer. No fencing shall exceed six (6') feet in height and no barbed wire or chain link fences shall be allowed without specific written approval of the Developer.

(q) Lots not left in a natural state shall be landscaped within ninety (90) days after the dwelling located on the Lot becomes occupied, and all Lots shall be maintained in a neat and proper manner.

Section 8. Branches and streams. No Owner shall contaminate or divert or restrict in any way any creek, stream or branch which runs through the Subdivision to the detriment of any other Lot Owners.

Section 9. Animals. No poultry house or other similar structure shall be constructed or allowed to remain on any Lot, nor shall poultry, cattle, goats or pigs of any nature or classification whatsoever be kept or maintained on any Lot. However, (i) household pets shall be permitted, provided they are not raised for commercial purposes, and (ii) one horse per whole acre of a Lot may be kept on a Lot provided they are kept under fence, and all barns, stalls, shelters, paddocks, riding rings and pastures are maintained such that the keeping of horses does not become any annoyance or nuisance to other Owners.

Section 10. Electrical Service.

(a) Developer has or will enter into an agreement with CGEMC for the installation of an underground primary system to service the electrical needs of each Lot in the Subdivision (the "System"). The System will be designed to serve a meter base which is constructed within 200 feet of transformers. Should the location of any Structure require the extension of the underground service beyond the 200 foot maximum, all costs relative to such extension shall be borne by the Lot Owner.

(b) All dwellings constructed in Maynard Manor Subdivision shall be constructed in accordance with CGEMC's "Good Cents" specifications. All Owners shall be required to adopt the "Good Cents" specifications in their construction plans and specifications which shall be submitted to Developer at least sixty (60) days prior to the beginning of construction, for Developer's approval.

**ARTICLE V
GENERAL PROVISIONS**

Section 1. Enforcement.

The Developer or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations and easements now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, or any Owner to enforce any covenant or restriction or other provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The heading of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. This Declaration shall run with and bind the Lots for a period of twenty (20) years from the date of recording of same, at the end of which period this Declaration shall be automatically extended for successive periods of twenty (20) years each, unless terminated, modified or amended as provided in O.C.G.A. § 44-5-60, as said Code Section exists on the date of this Declaration.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of the deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in any Lot or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to President, Ingram & LeGrand Lumber Company, 964 Georgia Avenue, Suite 100, Macon, GA 31201-6708, or at such different address or addresses Developer may direct from time to time by written notice forwarded in accordance herewith. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States certified mail or sent by nationally recognized overnight courier service, postage prepaid or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional lender, including, without limitation, a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency, or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee mortgage loans on the Lots subject to this Declaration, provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Developer may unilaterally amend this Declaration for any other purpose, provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner. Further, this Declaration may be amended at any time and from time to time by written consent of the Owner or Owners of at least three-fourths (3/4) of the Lots; provided, however, such amendment by the Owners shall not be effective unless signed by Developer, if Developer is the owner of any Lot then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the

instrument evidencing such change has been filed of record in Monroe County, Georgia. Every purchaser or grantee of any interest in any Lot made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Section 8. No Partition. There shall be no judicial partition of any of the Lots, nor shall any Person acquiring any interest in a Lot or any part thereof seek any such judicial partition unless the Lot sought to be partitioned has been removed from the provisions of this Declaration.

Section 9. Variances. Notwithstanding anything to the contrary contained herein, the Developer shall be authorized to grant individual variance from any of the provisions of this Declaration, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Subdivision.

Section 10. Gender and Grammar. The singular, wherever used herein, shall be construed to mean plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine or feminine.

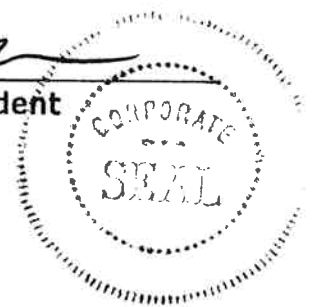
(SEE NEXT PAGE FOR SIGNATURE OF DEVELOPER)

IN WITNESS WHEREOF, DEVELOPER has caused this Declaration to be executed under seal in its name and by its duly authorized officers, on the day and year first above written.

"DEVELOPER"

INGRAM & LEGRAND LUMBER COMPANY

By: *O. B. Ingram, III*
OTIS B. INGRAM, III, President



(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

Susan L. Beaudin
Unofficial Witness

Lisa J. Kersey
Notary Public
My Commission Expires: 06/09/2009
(Affix Notary Seal)

