

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHATEAU WALK

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STATE OF GEORGIA  
COUNTY OF COBB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
CHATEAU WALK

THIS DECLARATION, made on the date hereinafter set forth by BEAR PROPERTIES, INC., (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Smyrna, County of Cobb, State of Georgia, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values in Chateau Walk Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values in Chateau Walk subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area' and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated under the laws of the State of Georgia the Chateau Walk Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to' the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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**THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA  
PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.**

ARTICLE I  
DEFINITIONS

Section 1. "**Architectural Control Committee**" or "ACC" means the committee established and appointed by the Board of Directors to exercise the architectural review powers set forth in Article II hereof.

Section 2. "**Association**" shall mean and refer to Chateau walk Homeowners Association, Inc., its successors and assigns.

Section 3. "**Board**" shall mean and refer to the Board of Directors of the Association.

Section 4. "**Common Area**" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "**Common Expenses**" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-laws and Articles of Incorporation of the Association.

Section 6. "**Declarant**" shall mean and refer to Bear Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and if said successors or assigns are named as Declarant in any instrument of conveyance of said lots.

Section 7. "**Declaration**" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. .

Section 9. "**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 Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "**Person**" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 11. "**Property**" means the real property submitted to this Declaration described in Exhibit "A" hereto, as supplemented or amended. The Property is a residential property owner's development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Supp. 1996).

Section 12. "**Recreation Area**" shall mean and refer to the common elements of the Vineyards Condominium Association, including a swimming pool, two tennis courts, a cabana and a parking area, and the real property upon which the aforementioned amenities are located which real property is described as set forth in Exhibit. "B" attached hereto and incorporated herein by this reference.

Section 13. "**Structure**" shall mean and refer to:

(i) anything 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 or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

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

(iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

Section 14. "**Act**" shall mean the Georgia Property Owner's Association Act, O.C.G.A. Section 44-3-220, et seq. (Supp. 1996), as such act may be amended from time to time.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Purpose, Powers and Duties of the Architectural Control Committee.**

(a) The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of this purpose, including without being limited to, the power and duty to approve or disapprove plans, and specifications for any installation, construction or alteration of any structure on any Lot.

(b) To preserve the architectural appearance of the neighborhood, no construction or placement of improvements of any nature whatsoever shall be commenced or maintained

by any owner, his family, tenants, visitors, guests, servants, and agents with respect to :the exterior of any house or with respect to any other portion of any lot or other parcel of land, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the neighborhood. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be approved by default.

(c) The Board or the ACC may publish written architectural standards for exterior alterations or additions, and any request in substantial compliance therewith shall be approved; provided, however, each such requested change shall be in harmony with the external design of the existing buildings and Lots and the location in relation to surrounding structures and topography of the vicinity. The ACC shall constitute a standing committee of the Association and shall consist of the Board unless the Board delegates to other Lot Owners the authority to serve on the ACC. Review and approval of any application pursuant to this Section may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Lot.

### ARTICLE III PROPERTY RIGHTS

Section 1. **Owner's Easement of Enjoyment**. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter situated upon the Common Area;

(C) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer any or all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;

(e) no such decision or transfer shall be effective unless an instrument agreeing to such dedication of transfer signed by two-thirds (2/3) of each class of members has been recorded;

(f) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A and B members to give as security a mortgage conveying all or any portion of the Common Area;

(g) the easements reserved in Article VI of this Declaration.

Section 2. **Delegation of Use.** Any Owner may delegate, in accordance with the By-laws, his right or use and enjoyment in and to the Common Area and the improvements thereon to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and further is not intended to include the building of any Structure on any Lot who holds title to such Lot solely for resale upon completion of the Structure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. **Voting.** Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it. The voting rights of a member may be suspended by the Board if the Owner is more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association.

#### ARTICLE V

## ASSESSMENTS

Section 1. **Purpose of Assessment.** The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots as may be authorized by the Board.

Section 2. **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot which are established pursuant hereto, including, but not limited to, reasonable fines imposed in accordance with the terms of the Act and hereof.

All such assessments, together with charges, interest, costs, and reasonably attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Recreation area or any common areas, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

Section 3. **Individual Assessments.** Except as otherwise provided herein, each Lot is hereby allocated equal liability for Common Expenses.

(a) Except as provided below, or elsewhere in the Act, the Declaration or the By-Laws, the amount of all common expenses shall be assessed against all the Lots.

(b) The Board of Directors shall have the power to assess especially pursuant to this Section and to Section 44-3-225(a) of the Act as, in its discretion, it deems appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future with respect to any expenses.

(i) Any common expenses benefitting less than all of the Lots or significantly disproportionately benefitting all Lots may be specially assessed equitably among all of the Lots which are benefitted according to the benefit received.



(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s) may be specially assessed against such Lot(s).

Section 4. **Delinquent Assessments.** All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment or other charge, or any part thereof, is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, and a collection administrative fee not to exceed \$50.00 may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum or such higher rate as may be permitted by the Act shall accrue from the due date.

If part payment of assessments and related charges is made, the amount received shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(b) If assessments, fines or other charges, or any part thereof due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, then, after ten (10) days written notice, the Board may accelerate and declare immediately due any installments of the annual assessment and any special assessment.

(c) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and occupant's right to use the Recreation Area.

Section 5. **Computation of Operating Budget and Assessment.** At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Lot for the following year to be delivered to each member at least twenty-one (21) days prior to the Association's annual meeting. The annual budget and assessment shall become effective unless disapproved at an Association meeting by a majority of the entire Association vote. If the membership or the Board fails for any reason to determine or approve the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof.

Section 6. **Special Assessments.** In addition to other assessments authorized herein, the Board may levy special assessments for any purpose against all Owners after written notice and with prior

approval of Owners holding two-thirds (2/3) of the vote cast in person or by proxy at a duly called Association meeting.

Section 7. **Statement of Account.** Any Owner, mortgagee, or a person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot., shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

#### ARTICLE VI EASEMENTS

Section 1. **Utility Easements.** There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Declarant or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. **Easement for Declarant.** Declarant hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Declarant and the Common Area for so long as Declarant owns any Lot primarily for the purpose of sale:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary to proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables and other utilities;
- (b) For the construction of improvements on the Lots;
- (c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;



(d) For the use of the Common Area and any sales office, model units and parking spaces in connection with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. **Easements for Association.** There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

## ARTICLE VII 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.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees, except for customary delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (c) the business activity conforms to all zoning requirements for the Property; and (d) the business activity does not increase traffic in the Property.

Section 2. **Common Area.** The Common Area shall be used by the Owners and their agents, servants, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association.

Section 3. **Debris.** 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. No nuisance shall be permitted to exist upon any portion of the Property.

Section 4. **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property.

Section 5. **Signs.**

- (a) 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" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than six (6) square feet in area; and
  - (iii) directional signs for vehicular or pedestrian safety;
  - (iv) entry signs used to identify subdivision, marketing signs used to advertise subdivision by Declarant and in conjunction therewith brochure holders.
- (b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 6. **Fences.** The Declarant shall have the right and the power to construct or have constructed chain link fences on the property within fifty (50) feet of the boundary lines of the Property for the purpose of placing fencing between Chateau Walk and adjoining subdivisions or developments. Except as set forth in the preceding sentence, no chain link or cyclone fences may be placed on the property.

Section 7. **Recreational Vehicles, Trailers, etc.** No Owner or occupant of a home at Chateau Walk may keep or bring onto the Property more than a reasonable number of vehicles per Lot at any time, as determined by the Board. The Board may adopt reasonable rules limiting the number of such vehicles. Vehicles only may be parked: (1) in garages, (2) on driveways, if all garage space is already used for parking of other vehicles on the Lot, or (3) on the street for no more than 48 total hours in any 7 day period, if all garage and driveway parking space already is used for parking of other vehicles on the Lot.

Disabled and stored vehicles are prohibited from being parked on the Property for more than fourteen (14) days, except in a garage. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Property for the fourteen (14) consecutive day time period or longer without being driven off of the Property.

Boats, boat trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes, tool racks or other visible business evidence), and vehicles with commercial writings on their exteriors (unless covered by a magnetic sign which matches the color of the vehicle) are also prohibited from being parked on the Property, except in garages or, with written approval of the Board or ACC, in appropriately screened areas on the Lot. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the streets or on driveways during normal business hours for the purpose of serving any Lot or the Property, as long as such vehicles do not impede traffic or access to Lots and do not remain on the Property overnight without written Board approval.

If any vehicle is parked on any portion of the Property in violation of this Section or the Association's rules and regulations, the Board may tow the vehicle after twenty-four (24) hours' notice, specifying the nature of the violation and warning of towing, is placed on the vehicle. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or dwelling, is obstructing the flow of traffic, is parked in any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the Board may take action to have the vehicle towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

Section 8. **Recreational Equipment.** No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot.

Section 9. **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 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 conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting except as may be approved by the Architectural Control Committee. Any such accessory structure must be approved, in advance, in writing by the Architectural Control Committee.

Section 10. **Improvement of Lots.** All construction of dwellings, accessory structures and all other improvements in Chateau Walk Subdivision shall be undertaken and completed in accordance with the following conditions:

- (a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.
- (b) 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, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal

Service, its successors and assigns.

- (d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.
- (e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.
- (f) Adequate off-street parking shall be provided for each Lot.
- (g) All garages must have doors, and each garage must be coordinated in design and color with the dwelling which it is appurtenant.
- (h) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot repairs of such damage must be made within thirty (30) days after completion of such construction.
- (i) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) shall contain not less than one thousand four hundred fifty (1,450) square feet.
- (j) Exterior television or radio antennae or satellite dishes shall not be permitted at the Property for receiving or transmitting signals, except that, subject to reasonable regulations adopted by the Board, the Board shall permit satellite reception dishes or antennae less than one meter in total size as necessary to comply with the provisions of the Telecommunications Act of 1996. Such regulations adopted by the Board may include regulation of the location and screening of approved satellite dishes and antennae, in accordance with the Telecommunications Act of 1996.

Section 11. **Animals.** No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No dogs determined by the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any person. Any pet which endangers the health of any Owner or occupant or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Property upon seven (7) days' written notice by the Board. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Section 12. **Accessory Structures Installed by Declarant.** Entry signs, fences, walls and landscaping installed by Declarant on the Property shall be and are hereby dedicated to the use and benefit of all owners, and shall not be removed or altered without a two-third (2/3) vote of the Association Class A members.

Section 13. **Miscellaneous Fixtures.** To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

Section 14. **Rules and Regulations; Enforcement; Due Process Procedures.** The Property shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Lots and the common areas, however, any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the total Association vote at an annual or special meeting of the Association. Copies of all rules and regulations shall be furnished to all Owners and occupants.

Every Owner and resident shall comply with the Declaration, Bylaws and Association rules, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. Failure to comply therewith shall authorize the Association to levy fines, exercise self-help/right of abatement, suspending voting and Recreation Area use rights, and/or bring legal or other action to enforce the Declaration, Bylaws or rules, including actions for specific performance and/or injunction. Prior to imposing fines, the Board shall give the violator ten (10) days written notice of the violation and sanction. Except in emergency situations or when an Owner has previously been issued a notice of violation for the same or a similar violation, the Board must give ten (10) days written notice before it may exercise its self-help/right of abatement powers to enter a Lot and correct a violation. Such notice shall describe the violation and the action necessary to correct such violation. Neither the Association, nor any director, officer nor agent thereof, shall be liable in trespass or otherwise for exercising its self-help/right of abatement power hereunder. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right to do so thereafter. The Association shall be authorized to assess against a violating Owner all costs incurred by the Association in enforcing the Declaration, including reasonable attorney's fees actually incurred.

Section 15. **Maintenance of Lots.** Each Owner shall maintain his or her lot in a neat, proper and

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**THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA  
PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.**



attractive condition in accordance with standards established by the Board. If an Owner fails to maintain or repair his or her Lot, including mowing and landscaping, to such standards, then, after ten (10) days' notice, the Board shall have the right to enter onto the Lot, and perform the required maintenance to correct the violation and bring the Lot into conformity with the Board's standards. All costs thereof, including reasonable attorney's fees, may be assessed against the benefitted Lot. In addition, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Section. The Board shall have the authority to establish standards for home and yard maintenance, including standards for mowing and weeding of yards, pruning of trees and shrubs. Specifically, all grass shall be cut regularly so as not to grow above three (3) inches in height, or such lower height as the Board determines appropriate, and all lawns should be kept reasonably free of weeds and be pine strawed or pine barked appropriately. All mailboxes shall be maintained in uniform and proper position and condition.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. **Enforcement**

- (a) The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) The Architectural Control Committee shall have the right of abatement in all cases where the Owner of a Lot shall fail to take reasonable steps to remedy violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of the written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. **Severability**. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase or word or the application thereof in any circumstance, 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 headings of Articles and sections in this Declaration are for  
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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.** The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

Section 5. **Rights and Obligations.** Each grantee of the Declarant and Owners, by the acceptance of a 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, 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 the Property 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. **Annexation.** Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Notwithstanding the above, the Additional Property set forth in Exhibit "D" attached hereto and incorporated by this reference (hereinafter referred to as "Additional Property") may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA and VA determines that the annexation is in accord with the general plan heretofore approved by them.

Section 7. **Amendment.** This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and the Secretary of the Association and recorded in the Cobb County, Georgia land records. In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders (mortgage holders who have requested notice of Association actions and amendments hereto) who represent at least fifty-one (51%) percent of the Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Section 8. **FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, other than the Additional Property set forth in Exhibit "D" attached hereto, dedication of Common Area, and amendment of this Declaration of Covenants; Conditions and Restrictions.

Initial Adoption: November 14, 1989  
1<sup>st</sup> Amendment: April 22, 1997

This summary document is a combination of the original document and the amendments made to the original document.