

Used Book 32700 Pg 46
Filed and Recorded Jul-10-2002 12:55pm
2002-0207751
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
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DECLARATION
OF
PROTECTIVE
COVENANTS

GOVERNING THE

MINOR SUBDIVISION PLAT FOR
LOUIS R. ADAMS
AND
ANITA S. ADAMS

(RECORDED IN PLAT BOOK 231: PAGES 1-2, FULTON CO. RECORDS)

LAND LOT 410
DISTRICT 2, SECTION 2
FULTON COUNTY, GEORGIA

07/01/02

Declaration of Protective Covenants

Property Description: A parcel of land consisting of three adjoining lots which total approximately 23.85 acres in area, as described as Lots 1, 2 and 3 on the Minor Subdivision plat prepared for Louis R. Adams and Anita S. Adams by Brumbelow-Reese & Associates, Inc.

The property owners of Lots 1, 2 and 3 (referred to collectively herein as "Lots") within this described property agree to comply fully with the following protective covenants (hereinafter "covenants") set forth for the purpose of preserving the attractive appearance of the joint properties:

WHEREAS, it is to the benefit and advantage of the undersigned and their successors in ownership of these Lots that covenants regulating the use of each such Lot be established, set forth, and declared to be covenants running with the above-described property.

These covenants shall become effective immediately upon such execution; proper recording with the Minor Subdivision plat, creating the Lots and approval of the minor subdivision platt, by Fulton County, Georgia. These covenants shall run with the property described in the minor subdivision plat and in each deed of conveyance of the Lots. These covenants will be binding upon all persons claiming ownership in possession of any Lot within the above-described property, for a period of 20 years.

SECTION 1: APPROVAL OF PLANS

- (a) No improvements, including but not limited to houses, garages, carports, play-houses, out-buildings, fences, walls, grading, tree cutting, drives, tennis courts, swimming pools, exterior lighting, mail boxes, turn courts or other above ground structures shall be commenced, erected, altered or maintained upon any property subject to this declaration until the following have been submitted to and approved in writing by the Architectural Committee, Attention Lou Adams, 15655 Freemanville Road, Alpharetta, Georgia, 30004.

- (1) Building Plan and Specifications, including all elevations, exterior material, textures, and colors;
 - (2) Site and Landscape Plans.
- (b) Any later improvement or alterations to any Lot must be submitted for approval to the Architectural Committee in the same manner as designated in subparagraph (a) above. All improvements and additions and alterations must be completed expeditiously in accordance with such approved plans.
- (c) The Architectural Committee approval or disapproval as required in these Covenants shall be in writing and presented to the requesting property owner at the mailing address of the Lot or Lots he, she or they owns. Refusal of approval of plans, locations or specifications may be based by the Architectural Committee upon any ground, including purely aesthetic conditions, which, in its sole and uncontrolled discretion, the Architectural Committee shall deem sufficient.

When submitted in conformity herewith, requests for all approvals will be deemed approved if not responded to by the Architectural Committee within ninety (30) days of receipt of the submission. This response time may be extended to ninety (90) days if the request under consideration requires evaluation from a State of Georgia or Fulton County authority. The Architectural Committee must grant or deny house plan approval within 15 calendar days notwithstanding any required evaluation as described above. If not granted or denied within 15 calendar days, plans are deemed approved.

SECTION 2: HOUSE REQUIREMENTS

- (a) The enclosed, heated living area (exclusive of garage, carports, porches, terraces, bulk-storage and basement) of all one story dwellings shall be a minimum of 4,000 square feet of floor space.
- (b) The enclosed, heated living area (exclusive of garage, carports, porches, terraces, bulk-storage and basement) of all one and one-half, split-level, or two story dwellings shall be a minimum of 4,500 square feet of floor space. Front entry garages, those for which the doors are visible from the front of the property, are not permitted.
- (c) Homes of more than two-story elevation, excluding the basement level and improved attic level space, are not permitted.

- (d) The exterior design of the home must be pre-approved by the Architectural Committee. Exterior walls must be of brick or stone on all four sides of the building unless otherwise approved by the Architectural Committee. Brick or stone surface is not required to the entire height of the outside walls. Use of shake shingle, hardy plank siding, or wood siding in addition to stone or brick is permissible with the approval of plans by the Architectural Committee.
- (e) Location of the home site on each lot must be approved by the Architectural Committee, and must in addition be in accordance with Fulton County regulations. Building site locations will be made with consideration given to privacy of neighbors to one another.

SECTION 3: GENERAL REQUIREMENTS

- (a) The property is divided into three (3) Lots with Lot 1 being 9.715 acres, Lot 2 being 8.278 acres, and Lot 3 being 5.856 acres.
- (b) Location and exterior style of any secondary buildings, such as shops, barns, or any structure other than the primary home site must be approved by the Architectural Committee. Barns and secondary buildings, such as storage buildings, are to be built of materials to match or complement the materials used on the primary home.
- (c) Any fencing on or along property lines is to be of the 4-rail farm type with 4" x 6" posts with rough cut side boards, painted black, to match fencing installed on Lot 1. This also applies to any other divisional fencing installed on any of the Lots. Fencing which is attached to the house to enclose the immediate yard area, or fencing as required to surround a pool are exceptions to the 4-rail fence requirement, upon approval of the Architectural Committee. Maintenance and repair of damaged fencing is to be the responsibility of each lot owner. Painting maintenance of fencing on all the Lots is to be done at a minimum of once every four years, and done at the same time period to maintain a consistent appearance. The three homeowners are to contract a qualified painting contractor to re-surface all 4-board fencing on the three properties. Maintenance of a consistent appearance and expense of painting is the responsibility of each lot owner for the fencing footage on his property.
- (d) Two borders exist between Lot 2 and Lot 3; one runs north and south and the other runs east and west. The owner of Lot 2 owns and is responsible for fence on

the north/south border. The owner of Lot 3 owns and is responsible for fence on the east/west border. Each lot owner's fencing responsibilities include maintenance and repairs as needed, and expense of painting as stated above in Section 3, (c).

- (e) Entrances, entrance gates, and location of entrances are to be approved by the Architectural Committee. The entrance for Lot 1 is established, and is to remain at that location. The entrance for Lot 2 is to be from Freemanville Road within the footage included within the property boundaries. The entrance for Lot 3 is to be from Freemanville Road, and is to be no less than 50 ft. distance from the property line and entrance for Lot 2.
- (f) Erection of additional buildings or trees on Lot 1 will not be done on the south side of the parcel in such a manner as to obstruct visibility from Freemanville Road of the home site on Lot 2. The addition of the main level master bedroom suite, of a similar width to the wing on the opposite side of the home on Lot 1, is to be built. This addition is exempt from this covenant, as it was planned in advance of the declaration of these covenants.

Hardwood trees on Lots 1, 2 and 3 are to be left undisturbed with the exception of clearing necessary to accommodate the entrance, driveway, and home site. Trees damaged by fire, disease, or any other condition which causes them to become unsightly or unsafe to remain standing, may be removed. A minimum of a 50ft. sound and privacy buffer is to be left undisturbed on the north property line of Lot 2 which adjoins this lot with neighboring properties which face Birmingham Road. Exceptions within this buffer area are allowable to remove trees which interfere with fencing installation, or to remove diseased or dead trees. Outside of the 50ft. buffer area, clearing of trees other than hardwoods may be cleared to accommodate needs for additional pasture or back lawn area.

- (g) If a swimming pool is installed on Lots 1, 2 or 3, it is to be located to the rear of the home.
- (h) Utility lines for electrical, phone, cable TV, and water lines are to be underground. Propane tanks are to be of underground type. No exposed, above-ground tanks will be permitted for the storage of fuel or water or any other substance unless approved by the Architectural Committee.

- (i) Containers for garbage or other refuse shall be kept in sanitary enclosures so as not to be accessible to animals or visible when any such enclosure is shut and shall be maintained under sanitary conditions. Incinerators for garbage, trash, or other refuse shall not be used.
- (j) Outside clothes lines are not permitted.
- (k) No house trailer or mobile home shall be permitted on any Lot at any time except for construction purposes during the construction period of the permanent home site. Construction trailers will be permitted for a period of no more than nine (9) months, and are to be removed from the lot within 10 days after the home is completed and Certificate of Occupancy is issued by Fulton County.
- (l) No temporary house, shack or tent shall be erected on any Lot, no Lot may be used for operating a school, kindergarten or church for non-residents of the lot. The temporary use of tents for events such as parties, weddings, family re-unions is permitted, provided the tent is not assembled for more than one week prior to or after such an event. All Lots shall be used for single family residence purposes only. No Lot shall be later sub-divided. These Lots cannot be divided or re-sold or rented for use in any portion less than the originally purchased acreage.
- (m) Trailers, commercial equipment, boats, or any other vehicle other than typical passenger vehicles are to be kept in the basement of the home, garage, or in a secondary building. Horse trailers, farm equipment, and lawn equipment is to be likewise kept enclosed or stored in a "lean-to" type storage addition to a barn being acceptable if positioned so as to minimize the visibility of the stored equipment from the home sites of the other homeowners.
- (n) Any lake development or other major re-contouring of land beyond that necessary for the home site, secondary building site, or roads is to be approved by the Architectural Committee.
- (o) Removal of living hardwood trees of more than 4 inch caliper must be approved by the Architectural Committee unless it is located within 30 feet of the primary home structure, or within 10 feet of the location of a secondary building on the Lot, or within 10 foot of a concrete or asphalt driveway, except as provided in Section 3, paragraph (g).

(p) General acreage beyond the landscaped lawn area of the home site is to be maintained consistent with normal standards for farm property. The grounds of each Lot (whether vacant or occupied) shall be mowed and trimmed a minimum of once every 60 days within the months of April through November.

(q) No livestock is to be kept on the property other than horses. Cattle, chickens, goats, or any other farm animals are prohibited from being kept on these Lots.

No more than three (3) outside dogs, those dogs which are primarily kept outdoors, may be kept on any single Lot. Doghouses are to be located in an area to minimize visibility from the other two homesites.

Horses are to be limited in number to no more than one (1) horse per acre of pasture land. Homeowners will be allowed to keep horses owned by others.

(r) Outside TV antennas, radio antennas, or towers are prohibited, either attached to the exterior of the house or on the property grounds. Satellite dishes are to be installed so as to minimize visibility from the front of the home or from a neighboring Lot. Small dishes of no larger than 18-inch diameter may be installed on the roof of the home to allow proper reception alignment.

(s) Each of the three homesites entrances are to be from Freemanville Road frontage. Materials used to build gate entrances are to be of stone or brick, to match the brick or stone material used on the home itself. Gates are to be of wrought iron, or of aluminum material with a wrought iron like appearance.

SECTION 4: ZONING REGULATIONS

Zoning restrictions applicable to the property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

SECTION 5: DURATION

The covenants of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Architectural Committee, and/or owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of this Declaration.

SECTION 6: ENFORCEMENT

Enforcement of these covenants may be enforced by any owner or the Architectural Committee and may include damages as well as injunctive relief.

SECTION 7: AMENDMENT

Any of the foregoing covenants may be waived, changed, additions made, or deletions made, from time to time by the Architectural Committee, its successors or assigns, upon approval by unanimous vote by the Architectural Committee.

SECTION 8: SEVERABILITY

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

SECTION 9: ARCHITECTURAL COMMITTEE

The original Architectural Committee shall consist of Lou Adams, owner of Lot 1, designated as Committee Chairman, being the principal owner at the time of the development of the Lots from the 23.85 acres. As Lots are sold by Lou Adams, the new owner of each Lot shall have a committee membership, and hold one vote for each Lot he, she, or they owns. Decisions regarding these declared covenants will be decided upon a majority vote basis, except as provided in Section 7, with each Lot carrying one vote to be exercised by the selected committee member of the Lot. The Committee Chairman will hold the voting rights for each Lot until sold.