

DECLARATION OF PROTECTIVE COVENANTS

GEORGIA, COBB COUNTY

THIS DECLARATION, made and published on June 8, 1972, by DEFOOR PROPERTIES INCORPORATED, hereinafter referred to as "DeFoor".

W I T N E S S E T H :

Whereas, the undersigned is owner of all that tract or parcel of land lying and being in Land Lots 210, 227, and 276 of the First District and Second Section of Cobb County, Georgia, being more particularly described as follows:

Beginning at the intersection formed by the northwesterly side of South Roswell Road and the North line of Land Lot 276 and running thence in a southwesterly direction along the northwesterly side of South Roswell Road, and following the curvature thereof, a distance of 1,368.5 feet to a point; running thence N 58° 47' W a distance of 564.4 feet to a point; running thence S 00° 35' 30" E a distance of 454.3 feet to a point on the south line of Land Lot 227; running thence N 89° 55' 30" W along the South Lines of Land Lots 227 and 210 a distance of 1,333.9 feet, more or less, to the centerline of a creek; running thence in a northerly direction along the centerline of said creek, and following the meanderings thereof, a distance of 215 feet, more or less, to the southerly side of Willow Point Parkway; running thence N 03° 30' E a distance of 50.1 feet to a point on the northerly side of Willow Point Parkway; running thence in a northerly direction along the centerline of a creek, and following the meanderings thereof, a distance of 1,159 feet, more or less, to the North line of Land Lot 210; running thence N 89° 39' 30" E along the North line of land lot 210 a distance of 444.3 feet, more or less, to the northeast corner of Land Lot 210; running thence N 89° 58' 30" E along the North line of Land Lot 227 a distance of 1351.9 feet to the northeast corner of Land Lot 227; running thence N 89° 43' E along the North line of Land Lot 276 a distance of 508.2 feet to the northwesterly side of South Roswell Road and the point of beginning.

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to the covenants running with the above described land. These covenants shall not apply to any other land owned by DeFoor even though it may be contiguous with the above-described land.

NOW, THEREFORE, in consideration of said benefits, the undersigned does hereby proclaim, publish, and declare that one or more of the following numbered protective covenants shall apply to any of such lots or parcels which the undersigned hereafter specifically declares to be subject to such covenants by recital in any deed of conveyance executed and delivered by the undersigned. These covenants are not binding unless specifically mentioned in the deed. They shall become effective immediately upon such recital, execution, and delivery; shall run with the land described in such deed of conveyance; and be binding upon all persons claiming under DeFoor until terminated by operation of law, or as hereinafter provided, to wit:

1. No temporary house, shack, or tent shall be erected on said lots or parcels to be used for residential or church purposes; and no lot may be used for school or kindergardens. All lots or parcels to which these restrictions are applicable shall be used for single family residence purposes only and no lot shall be subdivided.

2. Before any house may be occupied it must be completely finished on the exterior in accordance with the plans approved by DeFoor; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be either paved, or the surface approved by DeFoor.
3. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.
4. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garbage containers shall be buried or shall be located abutting rear or sides of house and shall be contained within an enclosure. The design and materials of such enclosure shall be in keeping with the general appearance of the house. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to the undersigned or to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant.
5. No building shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to a side lot line than five feet. For the purposes of this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved in paragraph 8 hereof, nor shall any building be erected or placed on any lot or parcel having an area of less than 15,000 square feet. Said lot or parcel shall not be reduced or subdivided.
6. No building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, and specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of DeFoor. Said approval in writing shall not be required with respect to construction upon any lot or parcel after ten years following June 1, 1972, except that the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If DeFoor fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, DeFoor shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by DeFoor, no changes may be made in said plans or specifications without the consent of DeFoor.
7. Dwelling buildings erected on any lot shall each have not less than 1200 square feet of floor space on the main floor, with a ceiling height of not less than eight feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, carports, and finished basements. This space requirement may be modified as follows:
  - (a) In two-story buildings having not less than 1800 square feet of floor space in habitable areas. In these, the main floor requirement may be reduced to not less than 900 square feet of area exclusive of the non-habitable areas aforesaid.
  - (b) In dwellings designed as "story and a half", usually consisting of a main floor level with an upper level of finished and habitable attic or basement space having a ceiling height of not less than seven feet six inches. Such dwelling may be constructed with main floor area reduced to not less than 900 square feet provided the combined habitable space on both levels totals not less than 1400 square feet of floor space.

(c) In dwellings designed as "split-level," being one in which the floor levels of habitable spaces are separated so that ground levels of habitable spaces are separated so that ground levels are in differing elevations, and part of said dwelling being two-story in height. In such dwelling the floor area requirements will be not less than 900 square feet in the aggregate of two such floor levels, so long as all habitable spaces have a ceiling height of eight feet and the combined floor area of all levels is not less than 1400 square feet.

8. Easements are reserved to the undersigned, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, and five feet wide along each side line; with a further easement reserved to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built on this land. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

9. Nothing shall be erected, placed, or altered on any lot nearer to any street than building setback lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to that which has been approved by DeFoor. The exposed part of retaining walls shall be made of brick, natural stone, or veneered with brick or natural stone or other approved material.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

11. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except that after written permission of DeFoor, its successors or assigns, is obtained, a sign may be used to advertise the property for sale or rent. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to the undersigned or to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant. Written permission to erect signs advertising the property for sale or rent shall not be required after June 1, 1982.

12. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, DeFoor or the authorized agents or successors and assigns, may, after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to DeFoor for the cost of any cutting, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by DeFoor by any appropriate proceeding at law or in equity. All costs incurred by DeFoor on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give DeFoor, or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purposes of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

13. If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent, or to recover damages for such attempt or violation.

14. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

15. The failure of DeFoor to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provisions or agreement shall not be deemed a waiver of such breach, and no waiver by DeFoor of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by DeFoor.

16. Zoning regulations applicable to 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 provisions shall apply.

17. No dock, building, or any structure shall be erected, placed, or permitted to remain on any lake without the prior written approval of DeFoor.

18. The above referred to protective covenants shall terminate on June 1, 1992.

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

Signed, sealed and delivered  
in the presence of:

*Ray C. Bryant*

*Mary Ellen Leonard*

Notary Public

Notary Public, Georgia State at Large  
My Commission Expires Sept. 16, 1973

DEFOOR PROPERTIES INCORPORATED

*Charles L. Simpson*

Charles L. Simpson, Assistant Vice President

GEORGIA, Cobb County, Clerk's Office Suburban Court

Filed for Record 12 day of June 1972  
at 10:30 o'clock AM Recorded June 13, 1972

TYRE LEE TERRY, Clerk