

DECLARATION OF PROTECTIVE COVENANTS

CREEKWOOD VILLAGE UNIT II

STATE OF GEORGIA

COUNTY OF DOUGLAS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 5th day of July, 1983 by Benchmark American, Inc., Benchmark United, Inc., and West Georgia Builders, Inc., all corporations chartered under the laws of the State of Georgia and having their principal office in Douglas County, Georgia (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all of that tract or parcel of land situated, lying and being in Douglas County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property") which tract or parcel of land Declarant intends to subdivide as Creekwood Village Unit II; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who may hereafter purchase any portion of the Property that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant, and each and every present and subsequent owner of any portion of the Property, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Property and each and every lot into which the Property may be subdivided and to all persons owning the Property and said lots and to any of them hereafter: this Declaration shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant until July 5, 2003, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

Section 1. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than eighty (80) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

Section 2. Land Use and Building Type. No lot shall be used except for single-family residential purposes and no other use, including but not limited to day nurseries and beauty salons, shall be permitted. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and a private garage for not more than two cars.

Section 3. Dwelling Size. Dwellings erected on any lot shall have not less than 1350 square feet of heated floor space for a single or a split level dwelling, 1500 square feet of heated floor space for a tri-level dwelling, and 1650 square feet of heated floor space for a two or more level dwelling, exclusive of any space in carports, porches, patios, unfinished basements and attics.

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JANE C. ...  
DOUGLAS COUNTY, GA

Section 4. Approval of Building Plan. No building shall be erected, placed, altered, or permitted to remain on any lot until the building plans, elevations, specifications of interior finishes, and specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Architectural Control Committee, as to conformity and harmony of external finishes, colors, 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, and as to the planned removal, relocation or replacement of any existing trees having a trunk diameter in excess of six inches, which approval shall be within the sole discretion of the Architectural Control Committee.

Section 5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on any subdivision plat or plats which may hereafter be recorded. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 6. Exposed Building Material. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks, or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone, stucco, or other material approved by the Architectural Control Committee, over the entire surface exposed above finish grade. If poured solid concrete foundations are used, the exposed concrete may be covered with paint only. All exterior siding and metal gutter work must be painted or stained for buildings visible from the proposed central parkway now known as Creekwood Drive.

Section 7. Occupancy. Before any house or unit may be occupied, it must be completely finished on the exterior in accordance with the approved plans; 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 paved.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently.

Section 9. Additions and Other Structures. No addition or alterations to existing structures shall be made until plans for said additions and alterations have been approved in writing by the Architectural Control Committee as to conformity with Section 4 hereof. No detached additions or structures, including but not limited to outdoor storage units, shall be allowed on any lot at any time.

Section 10. Maintenance of Lots. 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, Declarant or its authorized agents may, after ten (10) days written 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 Declarant for the cost of any cutting, clearing and maintenance described above and the liability for the amounts expended for such cutting, cleaning and maintenance shall be a permanent charge and lien upon such lot, enforceable by Declarant, by an appropriate proceeding at law or in equity. All costs incurred by Declarant, on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give Declarant or its designated agents the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 A.M. and 6:00 P.M. and on any day except Sunday.

**Section 11. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting then 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 10 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 foliage line is maintained at sufficient height to prevent obstruction of sight lines.

**Section 12. Fences.** No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. No fence shall be erected on any lot without the prior written approval of the Architectural Control Committee.

**Section 13. Signs.** No advertising poster, billboards, signs, or any other types of kinds of high and unsightly structure shall be erected on any lot or displayed to the public on any lot, unless the prior written permission of the Architectural Control Committee has been obtained, except for one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period. The Architectural Control Committee shall be authorized to withhold its approval or consent until being furnished information as to the size, style and color of any proposed sign. Anyone violating this covenant shall be liable for liquidated damages in the stipulated amount of \$50.00 for each day during which such violation exists. The recovery of such damages shall be available to the undersigned or after the development is completed 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. The provision for damages herein shall not be construed to exclude the seeking of equitable relief for any violations hereunder.

**Section 14. Storage.** No junk or hobby cars, trucks and other vehicles or boats, boat trailers, trailers, campers and other recreational vehicles shall be stored on any lot at any time for any reason including extensive repair work, overhauls, and other mechanical work, except in an enclosed garage.

**Section 15. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage, or other waste shall not be kept except in sanitary containers. Garbage containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall not be visible from any street except to the extent that placement in a visible location may be required by local collection regulations.

Section 16. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot except for temporary facilities for construction and development field offices. Any such system must be designed, located, and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such system as installed shall be obtained from such authority.

Section 17. Utility and Drainage Easements. Easements are reserved to Declarant, 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 in accordance with the engineering plans along the boundaries of all public streets or roads built on said property. 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 or record in which reference is made to these covenants. Where there are underground electric and telephone systems, the builder is requested to give notification prior to construction to the individual utility companies in order that the most efficient and appropriate route for the cable between the road and the house can be ascertained.

Section 18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 19. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Bicycle and Pedestrian Paths. Bicycle and pedestrian paths within the Property, if any, are to be used only for pedestrian and bicycle purposes, and no other purpose, and under no circumstances shall said paths be traveled by any motorized vehicles or horses.

Section 21. Wildlife Preservation. Hunting and trapping of wild animals, fowl, and game and the discharge of firearms, bows and arrows within the Property for any purpose is prohibited and shall not be allowed.

Section 22. Air Conditioning Units. No window air conditioning units may face any street without prior approval of the Architectural Control Committee.

Section 23. Lake. No resident of the development nor any guest or visitor to said property, shall be permitted access to or use of the 18-acre lake located adjacent to the Property generally known as the City Reservoir. In addition, no person shall undertake any activity which would directly or indirectly create any change in the existing shoreline, cause a deposit or emission of any foreign matter of material into said lake or in any manner pollute or decrease the

purity of said lake. Anyone violating this covenant shall be liable for liquidated damages in the stipulated amount of \$50.00 for each violation, provided, however, that in the event of any action resulting in substantial economic loss, the injured party may maintain an action to recover the amount of damages actually sustained. The recovery of any actual or liquidated damages shall be available to the undersigned or after development to any owner of lots or parcels subject to these covenants provided, however, that any person violating these covenants shall not be required to pay damages to more than one plaintiff in the event of a single violation. The provision for damages herein shall not be construed to exclude the seeking of equitable relief for any violations hereunder.

Section 24. Architectural Control Committee.

a. Membership. The Architectural Control Committee is composed of:

Larry B. Boggs  
Melba Council  
S. Doug Hembree

A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After all of the lots within and comprising the Property have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Architectural Control Committee or restore to it any of its powers and duties.

b. Procedure. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 25. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 26. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants were recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 27. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 28. Breach and Waiver. The failure of Declarant, or the Architectural Control Committee 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, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by Declarant or the Architectural Control Committee of any term, covenant, condition, provision, or agreement shall be deemed to have been made unless expressed in writing and signed by Declarant or the Architectural Control Committee.

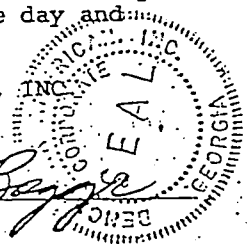
Section 29. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

BENCHMARK AMERICAN, INC.

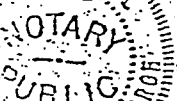
David Cooper  
Witness

By: Sam B. Boyce  
President



Notary Council 8/19/85  
Notary Public

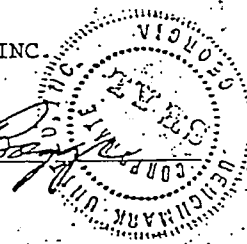
Attest: Elizabeth J. Boyce  
Assistant Secretary



BENCHMARK UNITED, INC.

David Cooper  
Witness

By: Sam B. Boyce  
President



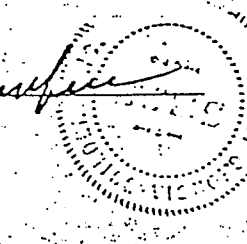
Notary Council 8/19/85  
Notary Public

WEST GEORGIA BUILDERS, INC.



David Cooper  
Witness

By: David H. Henshaw  
President



Notary Council 8/19/85  
Notary Public

