

Charlton Forge Homeowner's Association

900 CHESTNUT HILL ROAD

MARIETTA, GEORGIA 30064

DECLARATION OF PROTECTIVE COVENANTS

STATE OF GEORGIA

COUNTY OF COBB

RE: CHARLTON FORGE SUBDIVISION

THIS DECLARATION, made and published this 1st day of May, 1986, by CHESTNUT PROPERTIES, INC., having its principal office in Cobb County, Georgia (hereinafter referred to as "Chestnut Properties"):

W I T N E S S E T H:

WHEREAS, Chestnut Properties is the owner of the subdivision known as CHARLTON FORGE, and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Land Lots 110, 111, 112, 113 and 184 of the 19th District, 2nd Section, Cobb County, Georgia, and being more fully described on Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that protective covenants regulating the use of such lots and parcels be established, set forth and declared to be covenants running with the above described land;

NOW, THEREFORE, in consideration of said benefits, Chestnut Properties does hereby proclaim, publish and declare that the following protective covenants shall apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the undersigned until May 1, 2006, at which time said covenants may be extended in whole or in part as hereinafter provided, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories, and a private garage for not more than three vehicles. No more than one dwelling shall be permitted on any lot. No temporary house, barn, shack or tent, shall be erected and no house trailer or mobile home shall be placed on said lots or parcels to be used for residential or other purposes, and no lot may be used for school, church or kindergarten purposes, except that Chestnut Properties shall be able to maintain an office on any lot until such time as all of the lots have been sold and residences constructed thereon. No carports shall be allowed, and all garages must include functional garage doors.

2. No building or improvement shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location for the structure have been approved by the Architectural Control Committee, as hereafter defined, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line (as shown on the recorded plat) and each such fence or wall must have prior approval of the Architectural Control Committee. Before any house may be occupied, it must be completely finished

on the exterior in accordance with said plans. All of the yard which is visible from any street must be maintained with grass or have other suitable ground cover, and all landscaping plans, including garden areas, must be submitted for prior approval of the Architectural Control Committee. Mailbox and supporting structure shall be complete and the design shall harmonize with adjacent buildings as approved by the Architectural Control Committee, and the driveway surface must be either paved or the surface approved by the Architectural Control Committee. If any plans as submitted are not approved or disapproved within thirty (30) days from the date submitted, then the same shall be considered approved by default, but any subsequent construction of the improvements must strictly adhere to the plans which were approved by default.

3. Exterior materials and an exterior finishing schedule must be submitted to the Architectural Control Committee for approval prior to the installation of said materials and finishes. Samples of these materials and finishes must be submitted if requested. If same are not approved or disapproved within thirty (30) days from date submitted, they shall be approved by default. Whenever buildings erected on any lot or constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry units, such blocks or other prefabricated masonry units shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade unless otherwise approved by the Architectural Control Committee.

4. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any lot or parcel of land, nor shall any nuisance, of any type, or odors be permitted to exist or operate upon or arise from any such lot or parcel of land, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the neighborhood. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot or parcel of land. Garbage containers shall be buried or shall be located abutting rear or sides of houses and shall be contained within an enclosure. The design or materials of such enclosure shall be in keeping with the general appearance of the house. Any owner, or his family, servants, agents, guests, or tenants, who dumps or places any trash or debris upon any lot or parcel of land shall be liable to the Architectural Control Committee, which in its sole discretion, shall have the debris removed and the work performed, and the owner shall be responsible for the actual cost of removal thereof, plus twenty percent (20%) of said costs.

5. Dwelling buildings erected on any lot shall each have not less than two thousand (2,000) square feet of heated and finished living area.

6. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any owner, or his family, servants, agents, guests, or tenants, upon any lot or portion of land, provided that a reasonable number of generally recognized house pets may be kept, provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained unless same is approved in advance by the Architectural Control Committee.

7. Easements are reserved to the undersigned, its successors and assigns, for installation and maintenance of utilities, drainage facilities, storm sewers and sanitary sewers as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Drainage flow shall not be obstructed or diverted from the easement area.

Notwithstanding any provisions or restrictions herein to the contrary, Chestnut Properties, its successors and assigns, shall have a right and easement for the maintenance of fences and entry signs to the Subdivision. No such fences and entry signs shall be removed without the express written consent of Chestnut Properties. Notice to subsequent owners is hereby given that Chestnut Properties has a ten-year landscape easement only for the entranceway which expires on February 25, 1996.

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

9. 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, antennas, radio towers, 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 materials 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.

10. 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 a professional sign may be used to advertise the property for sale or rent, so long as said sign does not exceed two feet by three feet and has no lighting of any type.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any lot.

12. No individual sewage disposal system shall be permitted on any lot unless such system is approved by the Architectural Control Committee and is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Georgia Health Department. Approval of such systems as installed shall be obtained from such authority.

13. Trailers, campers, trucks (except pickups and vans), travel buses, recreational vehicles or any such equipment must be parked in extreme rear of property and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

14. To preserve the architectural appearance of the neighborhood, no construction 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 thereon 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. Further, there shall not be erected upon any lot or parcel of land within the neighborhood any above-ground swimming pools, no butane, propane, fuel oil, or any other type above-ground tank or structure shall be permitted.

15. It is contemplated that Chestnut Properties may construct certain recreational facilities for the use and enjoyment of the property owners only of CHARLTON FORGE SUBDIVISION, which shall not be available for public use. These recreational facilities may include swimming and tennis facilities, together with other facilities as may be determined by Chestnut Properties, in its sole discretion. No tennis courts constructed as a part of the recreational facilities, nor any private tennis courts constructed on any real property covered hereby, shall be lighted. Any recreational facilities comprised of real and personal property constructed by Chestnut Properties will be conveyed to the real property owners of CHARLTON FORGE SUBDIVISION or any association formed by said property owners at such time and upon such terms and conditions as Chestnut Properties, in its sole discretion, shall determine. Chestnut Properties may, at Chestnut Properties' sole discretion, modify, alter, increase, reduce, and otherwise change the recreational facilities to be conveyed hereunder at any time prior to the conveyance of such facilities.

16. During the period of time that such recreational facilities are operated by Chestnut Properties, it shall have the right to accept and establish and collect fees for use of said recreational facilities by homeowners of the subdivision. Every homeowner shall pay an annual assessment to Chestnut Properties for the maintenance, upkeep and repair of the recreational and other common areas, and thereafter to any association formed by the property owners for the transfer of ownership of said real property. The assessment shall be established each year by Chestnut Properties until the real property is conveyed to any association of the homeowners, which association shall thereafter establish and collect the assessment fee. There is hereby created a continuing charge and lien on all subdivision lots to secure the payment of the annual assessment and other fees designated herein. All assessments and fees shall be used exclusively for the purpose of providing for the common good and welfare of the residents of the subdivision.

17. The Architectural Control Committee shall be composed of members designated by Chestnut Properties. The majority of the committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its

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designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At the time that all the lots are sold and residences are constructed thereon, 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 committee or to withdraw from the committee or restore to it any of its powers and duties. All plans which are required to be submitted to and approved by the said committee must receive a majority vote for approval.

18. If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same in force, it shall be lawful for any other person owning an interest in real property which is 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.

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

20. The failure of the undersigned 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 or performance of anything required to be performed with knowledge of the breach of the term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the undersigned of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the undersigned.

21. Zoning regulations and building code requirements applicable to the property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions or building code requirements and the restrictions of this declaration, the more restrictive provisions shall apply.

22. 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 (20) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change or terminate said covenants in whole or in part.

IN WITNESS WHEREOF, Chestnut Properties has caused declaration to be executed in its name by its duly authorized representatives on the day and year first above written.

EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 110, 111, 112, 113 and 184 of the 19th District, 2nd Section, Cobb County, Georgia, as per Plat of Survey for Lee's Crossing by A. W. Browning, Georgia registered Land Surveyor No. 490, dated March 23, 1979, last revised March 28, 1979, and being more particularly described as follows;

BEGINNING at the one-half inch pipe located at the southeast corner of Land Lot 184, 19th District, 2nd Section, Cobb County, Georgia; running thence along the South land lot line of Land Lot 184 North 89 degrees 44 minutes 30 seconds West a distance of 679.9 feet to a national park service monument; running thence North 01 degrees 00 minutes 30 seconds East, a distance of 680.0 feet to a National park service monument; running thence North 55 degrees 45 minutes West a distance of 505.0 feet to a point; running thence North 16 degrees 00 minutes East a distance of 795.0 feet to a point; running thence North 72 degrees 00 minutes East a distance of 290.0 feet to a point; running thence North 09 degrees 00 minutes West a distance of 425.0 feet to a point; running thence South 87 degrees 43 minutes East a distance of 324.8 feet to an iron pin found; running thence North 62 degrees 23 minutes East a distance of 244.8 feet to an iron pin found; running thence North 02 degrees 16 minutes East a distance of 644.3 feet to an iron pin found; running thence North 87 degrees 50 'minutes West a distance of 714.7 feet to a point; running thence North 05 degrees 41 minutes 30 seconds West a distance of 500.0 feet to a point; running thence North 66 degrees 59 minutes 30 seconds East a distance of 280.0 feet to a point; running thence South 38 degrees 00 minutes East a distance of 400.0 feet to a point; running thence South 87 degrees 00 minutes East a distance of 170.0 feet to a point; running thence North 75 degrees 00 minutes East a distance of 245.0 feet to a point; running thence North 87 degrees 00 minutes East a distance of 405.0 feet to a point; running thence North 48 degrees 00 minutes East a distance of 280.0 feet to a point; running thence North 70 degrees 00 minutes East a distance of 275.0 feet to a point; running thence South 22 degrees 41 minutes East a distance of 563.0 feet to an iron pin found; running thence South 59 degrees 08 minutes East a distance of 249.9 feet to an iron pin found on the East land lot line of Land Lot 111; running thence along the East land lot line of Land Lots 111 and 112 South 00 degrees 09 minutes West a distance of 1,667.1 feet to a one-half inch pipe found at the southeast corner of Land Lot 112; running thence along the South line of Land Lot 112, South 88 degrees 44 minutes 30 seconds West a distance of 1,369.8 feet to a one-half inch pipe found at the southwest corner of Land Lot 112; running thence along the East land lot line of Land Lot 184, South 00 degrees 38 minutes East a distance of 1,316.2 feet to the one-half inch pipe found at the POINT OF BEGINNING, said tract of land containing 114.96 acres according to the aforesaid plat of survey.