

DECLARATION OF COVENANTS

APR 28 2 44 PM '86  
THIS DECLARATION, made this 21st day of April, 1986, is made by PULTE HOME CORPORATION, a Michigan Corporation, and by MJB CORPORATION, (hereinafter jointly referred as the "Owners"):

W I T N E S S E T H

WHEREAS, Owners are the owners of the property in a subdivision known as ROUNDTREE FOREST of all those certain lots, tracts or parcels of land situated in Clayton County, Georgia, described in Schedule "A", attached hereto and made a part hereof; and,

WHEREAS, it is to the interest, benefit and advantage of the Owners and to each and every person who shall hereafter purchase any lot in said subdivision 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 benefit to be derived by the Owners and each and every subsequent owner of any of the lots in said subdivision, the Owners hereby set up, establish, promulgate and declare the following protective covenants to 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 or through the Owners.

1. Architectural Control Committee, General. The Architectural Control Committee shall be composed of D. C. Chapman, whose mailing address shall be 1385 Spring Street, Atlanta, Georgia 30309, and Michael Garrell, Bruce A. Rippen, and Evelyn M. Willingham, whose mailing address shall be 6675 Peachtree Industrial Boulevard, Atlanta, Georgia, 30360. A majority of the Committee may designate a representative to act for it. In the event of death, resignation, or removal 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 designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time after homes have been built on all of the lots described in Schedule "A", or at such time as Pulte Home Corporation completes construction of homes on all lots purchased by Pulte Home Corporation, whichever date comes first, as well as any additional lots to be contained in this subdivision as illustrated on the preliminary plan on file with the Veterans Administration and/or the Federal Housing Administration, the terms of Michael Garrell, Bruce A. Rippen, and Evelyn M. Willingham as named above, or any Developer-appointed member, other than D. C. Chapman, shall automatically cease, and 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.

2. Architectural Control Committee, General Responsibilities. As to the subdivision, no house, garage, playhouse, fence, wall or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed until complete final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plans therefor, and the name of the builder and/or landscaper have been submitted to and approved in writing by the ACC as to harmony of exterior design, general quality and location in relation to surrounding structures and topography.

3. Architectural Control Committee, Failure to Act. If the ACC fails to approve or disapprove such plans and specifications within 30 days after receipt of written notice that such plans and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans and specifications.

4. 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. Any party or parties in



title on any of the property described herein shall have the right to seek enforcement of these covenants, and in the event such party seeking such enforcement shall be upheld by the Courts, the Defendant or Defendants in such cause shall be liable for the reasonable attorney's fees sustained by the Plaintiff, together with Court costs of such action and the same shall constitute a lien upon the property of such Defendant.

In the event an action is brought under the provisions of this paragraph and the Plaintiff is not upheld by the Courts, the Plaintiff in such case shall be liable for reasonable attorney's fees sustained by Defendant, together with Court costs of such action, and the same shall constitute a lien upon the property of such Plaintiff.

5. Land Use and Building Type. 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 in height and a private garage for not more than two cars.

6. Fences. All fencing for decorative or functional purposes must be submitted to the Architectural Control Committee for prior approval according to the procedure in Paragraph 2, above. No chain link fences will be allowed in this subdivision.

7. Walls. No wall shall be constructed or permitted to remain upon any lot if it is higher than five feet or if it is constructed of poured concrete, concrete block, concrete brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided the style, location, height and material have been first approved by the ACC.

8. Dwelling Quality and Size. The living areas of the main structure, exclusive of open porches, garages, carports and breeeways, shall contain the minimum finished square footage allowable under local zoning requirements. All dwellings shall be of a comparable quality, workmanship and conceptual style as those dwellings presently existing in the subdivision at the date this declaration is recorded.

9. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line or nearer to an internal lot line than the minimum building setback lines shown on the Plat.

10. Lot Size. No lot shall be further divided or subdivided, nor shall any easement or right of way be granted without the consent and approval of the Architectural Control Committee, except as outlined in paragraph 11 herein.

11. Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television are reserved as shown on the Plat over the rear ten feet of each lot, and five feet along all side lot lines. Owners, their agents and employees shall have a right of ingress and egress over any lot as required for construction and development of the property.

There shall be and is hereby reserved to Owners or their successors in title a perpetual and non-exclusive easement over all lots for the purpose of installing, repairing, and/or maintaining utility lines and/or structures of any sort, including but not limited to storm drains, surface drainage structures, sanitary sewers, gas lines, electric lines and/or cables, water lines, telephone lines, and the like.

There shall be and is hereby reserved to Owners or their successors in title a perpetual and non-exclusive easement over all lots for a distance of seven feet behind any lot line which parallels a street for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, mailboxes, entrance features, and/or "theme areas", lights, stone, wood or masonry wall features, and/or related landscaping.

If any portion of a lot improvement is contiguous to an adjacent lot, a five foot valid perpetual easement for the maintenance of the same is hereby created and reserved.

12. 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. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a



state of neat appearance. Except for flower gardens, shrubs, pine strawed areas, and trees which shall be neatly maintained, all open lot areas shall be maintained as lawns; and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of five inches. No radio, T.V., or other antenna or tower of any nature shall be installed on any lot.

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

14. Signs. No sign of any kind shall be displayed to the public view on any lot if not approved by the Architectural Control Committee, except one sign of not more than five square feet advertising the property for sale or rent. During the construction and/or sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by Owners on any part of the property, and on or in any building or structure now or hereafter erected thereon.

15. Oil and Mining Operations. 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 any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

17. Garbage and Refuse Disposal. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Storage of any other items shall be within the confines of the rear yards directly behind the house. No accumulation or storage of litter or trash of any other kind shall be permitted on any lot. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, refuse or other waste materials shall not be burned, and incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on the property. This provision shall not apply to Owners during the development and construction of new homes.

18. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

19. Sight Distance at Intersections. 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 line 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 line is maintained at sufficient height to prevent obstruction of such sight lines.

20. Streets. All lots shall be sold with the provision that the county may at any time raise or lower the street surfaces and that such action on the part of the county shall in no wise be considered as a basis for a claim for damages to the abutting property.

21. Vehicles. All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. All motor vehicles, including trail bikes and motorcycles, shall be driven only upon paved streets and driveways. Overnight parking of recreational vehicles and related equipment shall be in garages, screened enclosures approved by the ACC or stored in such manner as not to be visible from any street. No junk vehicle, or commercial or industrial vehicles, including but not limited to moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be



regularly or habitually parked in front of any lot nor upon any lot. No storage of boating equipment, travel trailers, camping equipment, or recreational vehicles shall be allowed.

22. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any lot.

23. Mail Boxes and Newspaper Tubes. Only mail boxes and newspaper tubes approved by the ACC shall be permitted.

24. Construction and Marketing Activities. So long as the Owners or their employees are engaged in developing or improving any portion of the subdivision, or in performing standard warranty work, such persons shall be exempted from the provisions of this Declaration affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model houses. Such exemption shall be subject to such rules as may be established by the Owners to maintain reasonable standards of safety, cleanliness and general appearance of the subdivision.

25. Exterior Paint. No person shall paint the exterior of any building a color different from the original color of said building without the proposed color having been approved by the ACC. Storm doors will be allowed without prior approval of the ACC, as long as they are white in color, and have a cross buck lower section with a glass or screen top section. Any other type of storm door must be prior approved by the ACC.

26. Hobbies, Etc. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in the driveway, garage or other place where such condition is visible or audible from any street or adjoining lot.

27. Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

28. Commercial Activities. No business or commercial activity of any nature shall be operated or maintained on any lot or from any structure located thereon, except that private offices within a dwelling may be maintained and used so long as such use is incidental to the primary residential use of such structure; provided, however, that it is expressly permissible for the Owners to maintain upon any portion of such properties such facilities as the Owners, in their sole opinion, shall deem required for or convenient or incidental to the construction and sale of lots and lots with improvements thereupon, including but not limited to storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

29. Zoning Regulations. Zoning regulations applicable to the subdivision 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.

30. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

31. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

32. Any requirements of these covenants shall be superseded by County or municipality codes.

IN TESTIMONY WHEREOF, PULTE HOME CORPORATION does hereby appoint William E. Reiser, Jr. its true and lawful Attorney in Fact; and MJB CORPORATION does hereby appoint D. C. Chapman, Jr. its true and lawful Attorney in fact, to acknowledge and deliver this instrument as the act and deed of PULTE HOME CORPORATION and MJB CORPORATION, these Covenants having the seals of the Corporations attached and being signed with the name of the Corporations by their President or other officer, or Attorney in fact.

WITNESS:

Budie F. Phipps

PULTE HOME CORPORATION  
Georgia Division

William E. Reiser, Jr.  
William E. Reiser, Jr.  
Attorney in Fact

(Power of Attorney recorded  
8/8/85, Plat Book 5272,  
Page 353)

MJB CORPORATION

D. C. Chapman, Jr.  
D. C. Chapman, Jr.  
Secretary-Treasurer

STATE OF GEORGIA

COUNTY OF COBB

On this 21<sup>st</sup> day of April 196, before me, the undersigned, personally appeared William E. Reiser, Jr., who is known to me as the person named as Attorney in fact in the foregoing Declaration of Covenants hereto annexed, and acknowledged that he is the Attorney in fact of PULTE HOME CORPORATION, Georgia Division; and D. C. Chapman, Jr., who is known to me as the person named as Attorney in fact in the foregoing Declaration of Covenants hereto annexed, and acknowledges that he is the Attorney in fact of MJB CORPORATION, and that as such officers are authorized to execute the within instrument by signing the name of the Corporations as Attorneys in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

E. A. Buckley  
Notary Public  
Notary Public, Georgia  
My Commission Expires Sept 15, 1975



SCHEDULE "A"

Lots numbered 1 through and including 3, Block A, in a subdivision known as Rountree Forest, Unit I, as per plat recorded in Plat Book 22, Page 50, among the Land Records of Clayton County, Georgia.

Lots numbered 1 through and including 19, Block B; Lots numbered 1 through and including 16, Block C; Lots numbered 1 through and including 16, Block D; Lots numbered 1 through and including 9, Block E; and Lots numbered 1 through and including 7, Block F, in a subdivision known as Rountree Forest, Unit II, as per plat recorded in Plat Book 23, Page 16, among the Land Records of Clayton County, Georgia.