

STATE OF GEORGIA
COUNTY OF FULTON

4997
EX. PG.
JOE B. MURDY
CLAYTON SUP. COURT
MAR 12 11 57 AM '92

WATERPOINTE
UNIT THREE
FULTON COUNTY
CLAYTON

This is a re-recording of
Protective Covenants recorded at
Book 1773, Page 594, Clayton County
Records. Said covenants inadvertently
omitted Page 9 which has now been added

Unit 2 Covenants
Are The Same

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published
on this 9th day of March, 1992, by WATERPOINTE
DEVELOPMENT CORPORATION (prior to Charter Amendment, known as Deer
Glen Forest, Inc.), a Fulton County, Georgia Corporation, chartered
under the laws of the State of Georgia.

W I T N E S S E T H T H A T:

WHEREAS, Waterpointe Development Corporation is the owner of
the subdivision known as Waterpointe, Unit Three, which is a
subdivision of all of those certain lots, tracts or parcel of land
situated, lying and being in Land Lot 50 & 79, of the 5th District
of Clayton County, Georgia, as per plat by R.M. Boyd & Associates,
Land Surveyors, dated Jan. 14, 1992 and recorded at Plat Book
27, Page 24, Clayton County, Georgia Records; and

WHEREAS, it is to the interest, benefit and advantage of
Waterpointe Development Corporation, Waterpointe Community
Association, Inc. and to each and every person who shall hereafter
purchase any lot in said Waterpointe, Unit Three, 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
the benefits to be derived by Waterpointe Development Corporation,
Waterpointe Community Association, Inc. and each, and every,
subsequent owner of any of the lots in said Waterpointe, Unit
Three, said Waterpointe Development Corporation, does hereby set
up, establish, promulgate and declare the following Protective
Covenants to apply to all of said lots in Waterpointe, Unit Three,
and to all persons owning said lots, or any of them hereafter.
These Protective Covenants shall become effective upon the
recording of this document, shall run with the land and shall be
binding on all persons claiming under and through Waterpointe
Development Corporation until twenty (20) years from the date of
recording of these Protective Covenants, at which time said
Covenants may be extended or terminated in whole or in part as
hereinafter provided. These Covenants shall inure to the benefit
of the Waterpointe Community Association, Inc. and to the benefit
of all subsequent owners of the lots in Waterpointe, Unit Three,
for said period of twenty (20) years or any such applicable
extended period.

As to the Watershed Protective Provision hereinafter set forth, these Covenants shall also inure to the benefit of the Clayton County Water Authority, who shall be fully authorized and empowered to enforce the Watershed Protective Provisions set forth herein and on the recorded Subdivision Plat.

1. 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 three (3) stories in height (not including the basement), along with a private garage or carport. No lot shall be used for the purpose of creating a street or access to other property, except as to the easements shown on the above described Subdivision Plat. Nothing herein contained shall limit a builder from using a residence constructed by said builder, as a temporary business office for the sole and specific use of selling houses constructed in Waterpointe. No house trailer or mobile home shall be permitted on any lot at any time, except for temporary construction purposes during the construction of a particular house or houses in said subdivision. The use of a house, trailer, or mobile home as a temporary business office may continue for a period of time no longer than two years from the date of acquisition by said party of the lot on which such office is located. Notwithstanding the foregoing, Waterpointe Development Corporation shall be allowed to maintain a construction trailer within Waterpointe, Unit Three, and at a location desired by Waterpointe Development Corporation for use as a sales office and a construction and development office and for such related uses as it may desire.

2. ARCHITECTURAL CONTROL

The following architectural, construction and use restrictions shall apply to each and every lot in Waterpointe, Unit Three.

Membership

The Architectural Control Committee is composed of Larry E. Wilensky, Sheila Wilensky and Sid M. Kresses, c/o Waterpointe Development Corporation, whose address is 1801 Peachtree St., N.E., Suite 330, Atlanta, Georgia, 30309. A majority of the Committee shall make binding decisions for the Committee and a majority may designate a representative to act for it. In the event of the death, or resignation, of any member of the Committee, the remaining members shall have the full authority to designate a successor. In the event any two members of the Committee request the resignation of a third member, such third member shall resign. If the address of the Committee is changed or if a successor member is named, Waterpointe Development Corporation shall amend these Protective Covenants to show such new address or such successor member and said amendment may be relied upon by Purchasers of lots

in Waterpointe, Unit Three. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

Approval of Plans and Specifications

No residential dwelling shall be erected, placed, altered or permitted to remain on said land until the building plans, elevations, specifications of exterior finishes, and specifications of construction methods, with plot plan showing the location of such building, have been approved in writing by the Architectural Control Committee, its successors or assigns, as to (i) conformity and harmony of external finishes, color, design, and general quality with the existing standards of the subdivision, and (ii) as to the location of the building with respect to topography and finished ground elevations, which approval shall, subject to the provisions hereof, be within the discretion of said Architectural Control Committee. Said approval shall not be required with respect to construction upon any lot or parcel after four (4) years following the date of recording of these Protective Covenants; however, the remaining restrictions set forth in these Protective Covenants shall continue to be in full force and effect through the full term hereof. Plans shall be submitted to the office of the Architectural Control Committee and if the Architectural Control Committee fails to approve or disapprove such plans and specifications within twenty (20) days after the same have been submitted to it, then the Architectural Control Committee shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by the Architectural Control Committee, no material changes may be made in said plans or specifications without the consent of the Architectural Control Committee. Said plans and specifications must include the following:

(a) Foundation plan, floor plan and exterior elevations of buildings as they will actually appear after all backfilling and landscaping is completed; and

(b) Actual samples of all materials such as brick, siding, etc., as well as all exterior color schemes must be submitted for approval.

3. CONSTRUCTION STANDARDS & DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot within Waterpointe, Unit Three, unless the same meets the following standards:

(a) The finished heated floor area of the main structure, exclusive of basements (finished or unfinished), open porches, garages and carports, shall be no less than the following:

(i) 2,300 square feet for a one-story dwelling.

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- (ii) 2,700 square feet for a dwelling of more than one story, however, in no event shall the ground floor finished area of any such dwelling be less than 1,200 square feet.

Basements or partial basements, finished or unfinished, shall not be considered as finished floor area.

Notwithstanding the above and foregoing, the Architectural Control Committee shall have the right to require up to 3,000 sq. ft. of heated floor space for houses to be built on specific lots in Unit Three. This requirement must be reduced to writing by the Architectural Control Committee at or prior to the time such specific lot is purchased from Waterpointe Development Corporation.

(b) There shall be no exposed exterior unfinished walls, foundations, or foundation walls, of concrete, concrete blocks, cinder blocks or other fabricated masonry materials. All such blocks, concrete, or other material shall be veneered with brick, stone, wood, simulated wood material, masonite, stucco or other approved material over the entire surface exposed above finished grade. Painting, or similar coating shall not meet the requirements of this provision.

(c) Except as specifically provided for herein, there shall be no carports or garages, either open or closed, facing the front or street side of the house. Said front or street side shall have a completed wall from foundation to the roof line. Corner lots shall be subject to this restriction on both street sides unless such restriction is specifically waived by the Architectural Control Committee as to one of said street sides, however, this restriction cannot be waived as to both street sides. Notwithstanding the above provision, the Architectural Control Committee shall have the right to allow enclosed garages facing the front on any lot that is no greater than 140 ft. in width at the building line shown on the recorded Subdivision Plat.

(d) Before any dwelling may be occupied, it must be completely finished on the exterior; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway must be paved.

(e) Tiff Green Bermuda, Zoysia, or other similar sod grasses must cover at least 600 sq. ft. of the yard area lying to the front of the house built on each lot.

(f) Containers for garbage or other refuse shall be enclosed and screened from view from the street and shall be maintained under sanitary conditions. No lot shall be used or maintained as a dumping ground for rubbish, however, this shall not prevent builders from burying stumps and debris during construction in keeping with Clayton County Regulations.

(g) No separate structure of any type, such as a tool or maintenance building, greenhouse, or similar building, shall be erected or maintained on any lot to the front of the rear line of the residence and if on a corner lot, no closer to the street than the residence is located. A separate garage can be built at any location behind the building lines shown on the recorded plat if the doors open to the rear or side and if the outside material is the same as the outside material of the house.

(h) Swimming pools and tennis courts are permitted, however, they cannot be built any closer to the street than the front line of the residence to be built on the lot. The location of swimming pools and tennis courts on corner lots must be located behind the residence and shall be no closer to the side street than the residence is located. The location of pools and tennis courts on corner lots must also be approved by the Architectural Control Committee.

(i) Except as herein provided, no fences of any kind shall be constructed, maintained, or allowed to the front of any dwelling and within 50 ft. of any public street Right of Way. No metal or wire fences shall be allowed between the front of the dwelling and the rear foundation wall. This overall restriction on fences shall not, however, include decorative fences which are less than 3½ feet in total height. Decorative fences shall not obstruct the view across a particular lot and decorative fences shall not be used to completely enclose the front yard area. This restriction shall also not include fences erected by builders for security purposes on a house prior to the time the house is dried in and can be locked.

4. GENERAL REQUIREMENTS OF PROPERTY USE & MAINTENANCE

The following general requirements of property use and maintenance shall apply to each and every lot now or hereafter subjected to this declaration:

(a) No noxious or offensive activity may 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.

(b) After each house has been built and sold to the first homeowner, no sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six square feet advertising the property for sale or rent. Said signs to rent or sell said property shall be of a type used by Brokers in the Clayton County area, with the usual wording, and such a sign shall not be more than three feet on either side.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be limited to no more than three (3) animals over the age of

six months, (other than birds, fish or caged animals weighing no more than one-half pound each).

(d) The assembly and disassembly of motor vehicles and other mechanical devices shall not be pursued or undertaken in the front or side yards of any lot.

(e) Boats, motor homes, campers and recreational vehicles shall not be stored or parked on any lot nearer to the right of way of the public street than the front line of the residence or nearer than the front line or side line of the residence on a corner lot.

(f) No lumber, brick, stone, cinder block, concrete or 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 specific lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which the same is to be used.

(g) No structures of a temporary character, trailer, basement, tents, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. This shall not apply to construction office facilities maintained during the construction upon any such lot.

(h) There shall be no radio or television antennas, dishes or discs to the front or side of the house or within 50 ft. of any street Right of Way. There shall be no radio or television dishes or discs on the roof of any house.

(i) All governmental building codes, health regulations, zoning restrictions and the like, applicable to the property now or hereafter made subject to these Protective Covenants, shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of these Protective Covenants, the more restrictive provision shall apply and shall control.

5. RECORDED PLAT RESTRICTIONS

The building lines shown on the recorded Subdivision Plat referred to above shall not be violated. Notwithstanding the building lines shown on the recorded plat, Waterpointe Development Corporation shall have the right to establish deeper building lines on any particular lot, if in the sole discretion of Waterpointe Development Corporation, such lot will be more attractively developed with such deeper building line. Such new building line, if created, must be shown on the Warranty Deed granted by Waterpointe Development Corporation on such lot and such new building line so established shall be substituted for, and take precedence over, that shown on the recorded plat as it relates to such lot. The drainage easements shown on said plat shall remain

open at all times and shall not be obstructed or diverted. Each lot owner shall be obligated to maintain said drainage easement as it passes through such party's lot. The exact location of said drainage easement may be shifted within a particular lot, as long as it enters and leaves said lot at the approximate location shown on the recorded plat and as long as the volume, speed and intensity of the surface water is not increased.

6. SILTATION AND EROSION CONTROL

During the time any building or construction activity is being pursued on any lot in Waterpointe, Unit Three, a siltration and erosion control plan must be implemented to insure the elimination of siltration, erosion or runoff from the lot on which such activity is taking place on to an adjoining lot, the streets or the J.W. Smith Reservoir. Siltration control facilities such as silt fences or hay bales must be put into place and maintained between any area on which vegetation is disturbed and all lot lines which lie at a lower elevation than the disturbed ground area. These siltration control facilities, silt fences or hay bales shall not be removed unless and until the grass and, or, other vegetation is sufficient to prevent silt runoff. Banks of streams and drainage ditches must be protected by siltration control facilities and permanent cover must be planted in such areas for more permanent protection.

7. WATERSHED PROTECTION PROVISION

Waterpointe, Unit Three, adjoins the J.W. Smith Reservoir which is owned and operated by Clayton County Water Authority. A watershed protection line which is 150 ft. from the Clayton County Water Authority property is shown on the Subdivision Plat of Waterpointe, Unit Three. The area within this 150 ft. is created as a permanent buffer area for the protection of the J.W. Smith Reservoir. The following use restrictions shall apply regarding the reservoir, the buffer area and the lots in Waterpointe which abut the reservoir:

(a) No septic tanks, septic tank absorption field, related structure or feature or substantial structure or feature which may adversely impact the reservoir may occupy any portion of the 150 ft. buffer adjoining the J.W. Smith Reservoir. Additionally, it is preferable that this 150 ft. buffer area be a natural vegetated buffer.

(b) Access to J.W. Smith Reservoir shall conform to the Clayton County Water Authority policies.

Clayton County Water Authority and Clayton County shall have the full right to enforce compliance with this Watershed Protection Provision.

No representations are made by Waterpointe Development Corporation, with respect to the use of the J.W. Smith Reservoir.

8. RECREATION AREA AND FACILITIES

The Recreation Area shown on the recorded plat of Waterpointe Unit One (Recorded at Plat Book 24 Page 177, Clayton County, Georgia Records) and designated "Recreation Area Not Exclusive to Unit One" is equipped with a swimming pool, tennis courts, cabana building, and other recreational facilities. Said property and facilities have been conveyed to the Waterpointe Community Association, Inc. Waterpointe Community Association, Inc. is a non-profit corporation, organized and established to own and operate these recreational facilities and to exercise such other duties and responsibilities as are set forth in its Charter and By-Laws. A Declaration of Use governing said facilities has been made by Waterpointe Development Corporation (under its prior name, Deer Glen Forest, Inc.) and has been recorded in the Deed Book 1446 Page 494 of the Records of Clayton County, Georgia. Waterpointe Community Association, Inc. has accepted said facilities subject to such Declaration and Unit Three of Waterpointe shall, along with the other properties named therein, receive the benefits of said Declarations.

9. GENERAL PROVISIONS

(a) Applicability

These Protective Covenants shall relate only to the lots shown in Unit Three.

(b) 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 (10) years, unless an instrument signed by a majority of the then owners of the lots, subject to this declaration, has been recorded agreeing to eliminate or change said Covenant in whole or in part.

(c) Enforcement

Enforcement of these Protective Covenants may be instituted and maintained by any of the following parties:

- (i) The owner, or owners, of any lot in Waterpointe, Unit Three.
- (ii) Waterpointe Community Association, Inc..
- (iii) Clayton County Water Authority (if such violation relates to the Watershed Protection Provision).

Said enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate

any of these Covenants, either to restrain violation or to recover damages.

(d) Severability

Invalidation 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. The failure of the undersigned, or of anyone entitled to the protection hereof, to insist upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein, shall not be construed as a waiver, or a relinquishment of the right of enforcement of any such terms, covenants, conditions, provisions or agreements. The acceptance of partial performance or the failure to insist upon compliance of a specific provision, with or without knowledge of a breach of any term, covenant, condition, provision or agreement hereof shall not be deemed a waiver of any such breach or of a future breach of the same provision. No waiver by the undersigned, or by anyone entitled to the protection hereof, of any term, covenant, conditions, provision or agreement hereof, shall be deemed to have been made unless expressed and in writing and signed by all owners of the building lots in said subdivision.

(e) Release of Parties

The Declarant, the members of the Architectural Control Committee, and, or the Waterpointe Community Association, Inc. shall not be responsible for, or liable in any way whatsoever for any defects in any plans and specifications approved by the Architectural Control Committee, or for any defects in any construction, work, services or material performed according to the plans and specifications approved by the Architectural Control Committee.

The Declarant, the members of the Architectural Control Committee and, or the Waterpointe Community Association, Inc. shall not be responsible to, or liable to any party whomsoever submitting plans and specifications for approval. Neither the Declarant, the members of the Architectural Control Committee, or Waterpointe Community Association, Inc. shall be liable in any way and for any reason whatsoever, for any action taken, or for the failure to take any action relating to these Protective Covenants and the enforcement hereof or the failure of enforcement hereof.

Each owner of the lots in Waterpointe, Unit Three, by the acceptance of the Deed to such lot, covenants and agrees that he, or she, will not bring any type of claim, action, suit, countersuit, or proceeding, at law or in equity, against Declarant, the members of the Architectural Control Committee and, or the Waterpointe Community Association, Inc. for any reason whatsoever arising out of these Protective Covenants and the role played by any of said parties under these Protective Covenants.

10. AMENDMENT

The covenants and restrictions of this Declaration may be amended at any time and from time to time during the first

twenty (20) year period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed by (i) Waterpointe Development Corporation, if it is the owner of any lots then subject thereto; (ii) the Waterpointe Community Association, Inc.; (iii) the property owners of at least 28 of the lots in Unit Three; and (iv) if the Amendment relates to the Watershed Protection Provision, by the Clayton County Water Authority.

Any such Amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Clayton County, Georgia.

IN WITNESS WHEREOF, said Waterpointe Development Corporation has caused these Protective Covenants to be executed in its name, by its President and Secretary and its Corporate Seal to be hereunto affixed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Edo E. [Signature]
Witness

John McClelland
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 27, 1983

WATERPOINTE DEVELOPMENT
CORPORATION
(prior to Charter Amendment
known as Deer Glen Forest, Inc.)

By: [Signature] (Seal) Sec.

By: Gary E. Wilensky (Seal) Pres.

