

STATE OF GEORGIA

COUNTY OF COBB

Re: Declaration of Easements
Covenants and Restrictions for
Cedar Hill Estates, recorded in
Deed Book 1502 at page 615
Records of Cobb County, Georgia

AMENDED AND RESTATED
DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
CEDAR HILL ESTATES
RENAMED JOHNSON'S LANDING

THIS DECLARATION made by THE ERVIN COMPANY ("Developer"), WILLIAM E PRUETT, VIRGINIA A. PRUETT AND H.W.D., INC.,

WITNESSETH:

WHEREAS, Developer has previously recorded a certain Declaration of Easements, Covenants and Restrictions for Cedar Hill Estates (the "Original Declaration") in Deed Book 1502 at page 615, records of Cobb County, Georgia;

WHEREAS, said Original Declaration establishes certain easements, covenants and restrictions with respect to certain real property (the "Property") described in Article II hereof:

WHEREAS, the parties hereto are all the owners of said Property and desire to rescind, amend and restate said Original Declaration by this Amended and Restated Declaration of Covenants and Restrictions for Cedar Hill Estates so that this Amended and Restated Declaration shall entirely supersede said Original Declaration and shall establish certain covenants and restriction to run with the land;

NOW THEREFORE, the parties hereto declare that said Original Declaration is hereby rescinded, amended and restated by this Amended and Restated Declaration and that the Property which is subject to this Amended and Restated Declaration is and shall be owned, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01 Developer. As used in this Declaration, the term "Developer" shall mean and refer to The Ervin Company, a Delaware business corporation, and to any person or entity which succeeds to all the interest of The Ervin Company in the Property by operation of law or

by instrument of conveyance expressly assigning the rights and powers of Developer under this Declaration.

Section 1.02. Property. As used in this Declaration, the term "Property" shall mean and refer to the real property described in Article II hereof.

Section 1.03 Lot. As used in this Declaration, the term "Lot shall mean and refer to any building parcel or lot shown and delineated on the recorded subdivision plats of the Property and intended for use as the site of a single-family dwelling. The term "lot" shall not be deemed to mean or include Lot 8 or Lot 9 of Block F as shown and delineated on the recorded subdivision plats of the Property identified in Section 2.01 hereof. (Said Lot 8 and Lot 9 of Block F are not intended for use as the sites of single-family dwellings).

ARTICLE II

THE PROPERTY

Section 2.01. Description. The land which is subject to this Amended and Restated Declaration and which constitutes the property is that certain subdivided tract or parcel of land lying and being in Land Lots 689, 752 and 761 of the 16th District of Cobb County, Georgia, shown and delineated on subdivision plats recorded in Plat Book 57 at pages 170 and 171 in the Office of the Clerk of Superior Court of Cobb County, Georgia, less and except Lots 8 and 9 of Block F as shown on said plats.

Section 2.02 Lots. The Property is subdivided into various Lots which are or shall be more particularly described and delineated on recorded subdivision plats of the Property. Developer may re-plat from time to time any Lots owned by Developer.

Section 2.03 Common Elements. Lots 8 and 9 of Block F and such additional Lot of Lots as may hereafter be designated by Developer shall be Common Elements devoted to the use and enjoyment of residents of the property as hereinafter more particularly provided in Article IV. Developer covenants and agrees to convey the title to the Common Elements to the Association on or before December 31, 1978. If no formal instrument conveying the Common Elements to the Association is filed for record in the Office of the Clerk of Superior Court of Cobb County, Georgia, by 5:00 PM>, December 31, 1978, title to the Common Elements as shown on the latest recorded subdivision plat of the Property shall be deemed vested in the Association as of that time and date.

ARTICLE III

ARCHITECTURAL RESTRICTIONS

Section 3.01. Approval of Plans. Construction may not be started on any Lot before the builder receives a letter approving the plans of the house to be built, one copy of which letter is

to be signed by the builder and returned to Developers. One set of prints of drawings and exterior materials specifications and colors for the proposed house on each Lot must be submitted for approval and will be retained by Developer. A separate plan must be submitted for each Lot, and the plan must take into consideration the particular topographic characteristics of the Lot. Any changes in the plans made subsequent to approval of the plans must also be approved.

Section 3.02. Contents of Plans. The plans and drawings submitted for approval must contain the following: site plan, foundation plan, floor plan, exterior elevations of buildings as they will appear with landscaping (landscaping may be shown in a “sketch” form). Actual samples of raw materials such as brick and siding as well as exterior color schemes may be required prior to approval.

Section 3.03. Landscaping Plans. Plans for landscaping must be submitted for approval. A budget of \$600.00 must be allotted for landscaping, not including rough grading. On corner Lots and Lots without trees the builder must allow a budget of \$750.00 for landscaping.

Section 3.04. Exterior Colors. On speculation as well as contract houses, all exterior colors must be approved. A builder or owner may make changes on the approved schemes only the approval of Developer.

Section 3.05. Brick and Foundations. No orange or white-hued brick and no “holiday hill” brick will be permitted on any house. Brick shall be in brown tones or red-brown tones. Old pre-used brick is acceptable. Brick samples must be submitted for approval before construction begins. The foundations and any exposed concrete block shall be covered with a colored stucco having an earth tone or with brick approved by Developer. No exposed concrete or concrete block will be permitted unless approved in writing by Developer.

Section 3.06. Roof and Antennas. Roofs may be black, charcoal, ? or cedar wood. Other roof colors must be approved by Developer. No plumbing vents, heating vents, or roof vents shall be placed on the front side of a roof, and any such vents protruding through the rear side of the roof shall be painted the same color as the roof. Outside radio or TV antennas must be installed in such a manner as not to be visible from the main road. They may be placed on the rear side of the roof or the rear side of the chimney or attached to a tree in the back yard of the Lot.

Section 3.07. Garage Entrances. Garage entrances must face the rear or side of the Lot unless otherwise approved by Developer because of topography, trees, and/or building lines. All garage entrances visible from the street must have doors.

Section 3.08. Doors and Windows. No silver or brushed aluminum finished doors (including glass sliding doors) or windows of any kind will be permitted; however, a factory painted or anodized bronze or black finished aluminum may be used if approved by Developer.

Section 3.09. Air-Conditioning Units. No window air-conditioning units may face any public street or road without prior approval of Developer. Outside air-conditioning units must be completely screened with shrubbery or with a wood fence approved by Developer.

Section 3.10. Driveways and Walkways. Driveway and walkway surfaces must either be paved or approved by Developer. Black top is preferred for driveways. Curved driveways are preferred to straight drives.

Section 3.11. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in delivering of mail, newspapers, or magazines or similar material shall be erected on any Lot unless and until the size, location, design, and type of material of said box or receptacle has been approved by Developer.

Section 3.12. Additional Requirements. Developer may impose reasonable additional architectural requirement from time to time upon improvements to be made to any Lot, but in no event shall Developer impose such additional requirements for the purpose of discriminating arbitrarily or unfairly against any owner of any Lot.

Section 3.13 Compliance. No improvement to any Lot which does not comply with the requirements of this Article III shall be permitted unless expressly approved in writing by Developer. Developer may enjoin the construction of any improvement on any Lot which does not comply with the requirements of this Article III and which has not been expressly approved in writing by Developer. If any such improvement has already been constructed in whole or in part, Developer may compel the builder or the owner or owners of the Lot to make such changes to the improvement at the expense of the builder or the owner or owners of the Lot as may be necessary to cause the improvement to comply with the requirements of this Article III. If such changes cannot be made or if the builder and the owner or owners of the Lot fail or refuse to make such changes, Developer may compel the builder or the owner or owners of the Lot to demolish the improvement or may cause the improvement to be demolished at the expense of the builder or the owner or owners of the Lot. No failure by Developer to prevent the construction of any improvement which does not comply with the requirements of this Article III and which has not been expressly approved in writing by Developer shall be deemed to estop Developer from enforcing the provisions of this Article III with respect to such improvement or any other improvement.

ARTICLE IV

SET-BACK RESTRICTIONS

Section 4.01. Zoning Ordinances. All applicable zoning ordinances shall be observed in the placement of any improvement upon any Lot. No variance from the requirement of any such ordinance shall be ??.

Section 4.02. Platted Set-Back Lines. The set-back lines set forth on the recorded subdivision plats of the Property more particularly described in Section 2.01 hereof, as said subdivision plats may hereafter be amended from time to time with the approval of the appropriate governmental authorities, shall be observed in the placement of any improvements on any Lot.

Section 4.03. Approval of Building Location. Before clearing and grading of any Lot or construction of any dwelling is commenced, the location of the dwelling and of the drive and parking areas shall be staked out for the inspection of Developer. No trees shall be cut from the Lot and no clearing and grading and no construction shall be commenced unless and until the locations of the dwelling and of the drive and parking areas have been approved by Developer.

Section 4.04. Construction Vehicles and Equipment. Construction vehicles and equipment, including vehicles delivering construction supplies, shall enter a Lot only at the drive entrance approved by Developer, and no such vehicle or equipments shall be parked overnight on any public street or road within the Property. All reasonable precautions must be exercised to avoid unnecessary damage to trees, paving and curbing by such vehicles and equipment.

Section 4.05. Maintenance During Construction. During the period that a dwelling is under construction on any Lot, all building debris, stumps and fallen trees must be removed from the Lot by the builder as often as may be necessary to keep the Lot reasonably attractive, clean and free of debris. No debris shall be dumped on any portion of the Property without the express approval of Developer.

Section 4.06. Construction Signs. No signs shall be nailed to trees during or after construction. All signs placed on any Lot by a builder shall be fastened to a wooden post stained dark brown. All signs placed on a Lot by subcontractors of a builder shall be fastened to a second such post and shall be removed from the Lot after the dwelling constructed thereon has been completed.

ARTICLE V

GENERAL RESTRICTIONS

Section 5.01. Use of Lots. No Lot shall be used for any purpose other than residential purposes. No trade business or profession which is prohibited by any applicable law or ordinance shall be conducted on any Lot. In no event shall any child care facility, beauty shop or barber shop be operated upon any Lot, nor shall any other trade, business or profession in which customers or clients come to the place of business or in which there are frequent pick-ups or deliveries or other regular traffic be conducted or operated upon any Lot, regardless of whether any of such activities are permitted applicable laws and ordinances. No Lot shall be subdivided or re-platted except by Developer. No mobile home, house trailer, camper truck, camper trailer, tent, shed or other temporary or mobile structure shall be occupied as a temporary or permanent residence upon any Lot.

Section 5.02. Walls and Fences. No wall or fence, other than a retaining wall, shall be erected within the area lying between a public street or road and the set-back line indicated on the latest recorded subdivision plat of the Lot in question. No retaining wall erected within such area shall rise above the finished grade of the earth retained by the wall, and the exposed portion of any retaining wall shall be brick or natural stone or covered by a veneer of brick or natural stone. Not metal fence shall be erected on any Lot nearer to any street or road which the dwelling on the Lot faces than the rear edge of the dwelling or nearer than thirty-five (35) feet to any other street or road.

Section 5.03. Hedges and Shrubbery. No hedge, shrub or other object which obstructs vision at an elevation between two (2) and six (6) feet above adjacent road surfaces shall be placed or permitted to remain on any Lot at the intersection of two public streets or roads within the triangular area formed by the boundaries of the Lot adjoining said streets or roads and a straight line running between points on either boundary which are twenty-five (25) feet from the intersection of the Lot boundaries or, if the corner is rounded, from the intersection of extensions of the Lot boundaries. A similar restriction shall apply to the triangular area formed by the boundary of the right-of-way of a public street or road, the edge of a paved drive or alley and a straight line running between points on such boundary and such edge which are ten (10) feet from their intersection.

Section 5.04. Fuel Tanks, Etc. No fuel tanks, water tanks, rubbish cans, garbage cans or other similar containers shall be stored or maintained upon any Lot in such a manner as to be visible from any public street or road or from any other Lot; however rubbish cans and garbage cans may be placed at the edge of a street or road for reasonable periods if required for collection and disposal of rubbish or garbage.

Section 5.05. Drying of Clothing, Etc. No clothing, bedding or draperies shall be exposed for airing or drying outside a dwelling on any Lot in such a manner as to be visible from any public street or road or from any other Lot.

Section 5.06. Signs. No sign or notice shall be displayed upon any Lot in such a manner as to be visible from any public street or road or from any other Lot, except the following signs:

- (a) A single sign not more than one (1) square foot in area stating no more than the street address of the Lot and the name of the owner of the Lot; and
- (b) A single sign not more than four (4) square feet in area advertising the Lot or the dwelling thereon for sale or lease.

The restriction set forth in this Section 5.06 shall not be applicable to a Lot during the time that a dwelling is being constructed on the Lot.

Section 5.07. Animals and Pets. No animals of any kind may be kept for breeding or raised for commercial purposes on any Lot. No animals kept as pets, except dogs and cats, shall be allowed to roam free upon any portion of the Property.

Section 5.08 Vehicles. No camper truck, camper van, camper trailer, boat trailer or other trailer shall be parked upon any street or road within the Property or upon any portion of a Lot visible from a public street or road for more than forty-eight (48) hours. No inoperable or junked motor vehicle shall be parked or stored upon any portion of the Property except in an enclosed garage for more than ten (10) days. No dismantling or major overhaul or repair of a motor vehicle (such as dismantling or removal of the engine or transmission or removal of the hood, any fender or any door) shall be performed upon any portion of the Property except in an enclosed garage.

Section 5.09. Nuisances, Etc. No nuisance and no condition which is unreasonably hazardous to human life or health or to property shall be created or maintained upon the Property. No ? ? ? ? junk shall be permitted to accumulate upon any Lot or be deposited at any time upon the streets within the Property.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Binding Effect. The provisions of this Declaration shall inure to the benefit of and be binding upon every owner of a Lot within the Property and the heirs, successors and assigns of every such owner.

Section 6.02 Duration. The provisions of this Declaration shall remain in full force and effect until the twentieth (20th) anniversary of the date this Declaration is filed for record in the Office of the Clerk of Superior Court of Cobb County, Georgia. This Declaration may be renewed at any time during the last year of any term or successive terms of ten (10) years each (i) by the written consent of all owners of all Lots or (ii) by the affirmative vote of the owners of two-thirds (2/3rds) of all Lots cast at a meeting convened as hereinafter specified. Such meeting shall be held at someplace within Cobb County, Georgia, and every owner of a Lot shall be entitled to attend. Such meeting shall be convened by not less than thirty nor more than sixty days written notice to every owner of a Lot, and such notice shall be deemed given to the owner or owners of a Lot if mailed, postage prepaid, or otherwise delivered to the residence upon such Lot.

Section 6.03. Severability. The provisions of this Declaration are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remaining provisions.

Section 6.04. Enforcement. The covenants and restrictions set forth in this Declaration may be enforced by Developer or any owner of a Lot by suit for money judgement or injunction or both.

Section 6.05 Waiver. No provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.