

Wayne Stangor
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COBB SUPERIOR COURT OF

Wayne Stangor

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STATE OF GEORGIA
COUNTY OF COBB

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WILMINGTON SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by
RPM DEVELOPMENT, INC., (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner and developer of certain real
property lying and being in Land Lots 411 and 476, 19th District,
2nd Section, Cobb County, Georgia, being known as Wilmington
Subdivision, and being more particularly described and delineated
on Exhibit "A" attached hereto and hereby incorporated by this
reference;

WHEREAS, Declarant desires to provide for the preservation
and enhancement of the property values in Wilmington Subdivision,
and for the maintenance of property and improvements thereon, and
to this end desires to subject the property to the covenants,
conditions, restrictions, easements, charges and liens hereinafter
set forth, each and all of which are for the benefit of the
Property; and

WHEREAS, Declarant has deemed it desirable, for the efficient
preservation of the values in Wilmington Subdivision, to provide
for an agency to which should be delegated and assigned the powers
of owning, maintaining and administering the Common Area and
improvements thereon and administering and enforcing the covenants
and restrictions and collecting and disbursing the assessments and
charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated under the
laws of the State of Georgia the Wilmington Homeowners Association,
Inc. for the purpose of exercising the aforesaid powers.

NOW, THEREFORE, except as specifically set forth herein,
Declarant hereby declares that all of the properties described
above shall be held, sold, and conveyed subject to the following
easements, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of, and which
shall run with, the real property and be binding on all parties
having any right, title or interest in the described properties or
any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each owner thereof.

BK8670PG0408

Amendment 9270 P.36

FOR CONSENT SEE 8743 P.409
for Amendment see 8743 P.514

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Control Committee" shall mean and refer to RPM Development, Inc., or such other individuals as they may appoint, until all lots in Wilmington Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents, or at such other time as it, in its sole discretion, shall turn the same over to the Association.

Section 2. "Association" shall mean and refer to RPM Development, Inc. until such time as Declarant transfers the rights and obligations set forth herein to the Owner's or to Wilmington Homeowners Association, Inc., its successors and assigns. Declarant shall have the right to transfer its obligations to the Wilmington Homeowners Association, Inc. or to any unincorporated association of the Owners at such time as Declarant deems it desirable, in Declarant's sole discretion. In the event no such entity exists, Declarant's obligations hereunder shall cease, provided, however, Declarant's rights of architectural control shall survive until such time as Declarant specifically relinquishes said rights by written instrument.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned, or for which easement rights have been granted, by the Association for the common use and enjoyment of the Owners and shall include an easement or land for the maintenance of the landscape as designated on the plat Wilmington Subdivision filed in the records of Cobb County, Georgia.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-laws and Articles of Incorporation of the Association.

Section 6. "Declarant" shall mean and refer to RPM Development, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and if said successors or assigns are named as Declarant in any instrument of conveyance of said lots.

Section 7. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any lot which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 11. "Property" shall mean and refer to that certain real property described on the plat hereinabove referenced.

Section 12. "Structure" shall mean and refer to:

(i) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee.

(a) The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any Lot.

(b) To preserve the architectural appearance of the neighborhood, no construction or placement 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 therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, location and associated landscaping 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. Such plans and specifications shall be of such scope and form as may be reasonably required by the Architectural Control Committee. Samples of materials and finishes must be submitted if requested 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. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be approved by default.

(c) Approval of any plans and specifications shall be final as to the specific items on the particular Lot and such approval may not be removed or rescinded thereafter, provided that there has been adherence to such plans and specifications as approved. No member of the Architectural Control Committee shall be responsible or liable in any way for any defects of any nature in any plans or specifications submitted, revised, or approved, or for the safety, quality or workmanship of any construction undertaken in accordance with any such plans and specifications. By submission of plans and specifications to the Architectural Control Committee, every Owner of any Lot

releases and agrees to hold harmless and defend all members of the Architectural Control Committee from any such alleged liability, claim, loss or damage.

ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter situated upon the Common Area;

(c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;

(e) no such decision or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

(f) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A and B members to give as security a mortgage conveying all or any portion of the Common Area;

(g) the easements reserved in Article VI of this Declaration.

Section 2. Initial Common Area. The Common Area to be provided by the Declarant consists solely of easements and/or land for maintenance of the landscape. Every Owner, by acceptance of a

deed to a Lot, acknowledges that Declarant has no obligation to provide any other Common Area, and does not intend to provide swim/tennis amenities within Wilmington subdivision. Declarant has provided for mandatory assessments as set forth herein to assure a method by which the Owners can maintain the landscape area and enforce this Declaration. In the event the Owners obtain additional Common Area at some time in the future then this Declaration has been drafted to accommodate such event.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing and the term "Owner" is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and further is not intended to include the Declarant or the builder of any Structure on any Lot who holds title to such Lot solely for resale upon completion of the Structure ("Builder"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights. The association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events.

(a) when the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or

- (b) seven years from the date of this Declaration;
or
(c) when in its discretion, Declarant so determines.

Section 3. Notwithstanding any provision contained herein to the contrary, for so long as Declarant retains the right and obligation of the Association, it shall not be subject to any voting control of the Owners.

**ARTICLE V
COVENANT FOR MAINTENANCE AND ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, other than Declarant, of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be SEVENTY DOLLARS (\$70.00) per Lot per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date set by the Board of Directors of the Association, as to all Lots upon which there exist occupied residences. At the time of closing into a purchaser of a completed residence, there shall be paid the sum of SEVENTY DOLLARS (\$70.00) as the initial assessment for the calendar year in which said residence is purchased. This sum shall be prorated as of the date of closing over the entire calendar year during which the closing occurs. Anything contained herein to the contrary notwithstanding, Declarant or any Builder building for the purpose of resale shall not be responsible for assessments on Lots owned by the Declarant or Builder. The due dates shall be established by the Declarant until there is no longer a Class B member and then by the Board. The Association shall, upon demand, and for a reasonable charge, not to exceed TWENTY FIVE DOLLARS (\$25.00), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of

its issuance. If the Association fails to respond to any written request within twenty (20) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Owner shall be responsible for all costs of collection, including but not limited to reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his lot.

Section 9. Subordination of Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; and (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except as set forth in Article V, Section 7, pertaining to the Declarant and a Builder.

ARTICLE VI EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform

the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Declarant or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. Easement for Declarant. Declarant hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property described on Exhibit "A" the Common Area or any property hereafter owned by Declarant and subjected to these Covenants or reasonably required by Declarant for so long as Declarant owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary to proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of the Common Area and any sales office, model units and parking spaces in connection with its efforts to market Lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

**ARTICLE VII
GENERAL COVENANTS AND RESTRICTIONS**

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences in Wilmington Subdivision from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes in Wilmington Subdivision or for a purpose Declarant deems to be for the benefit of Wilmington Subdivision.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, 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 the Property or any portion thereof.

Section 4. Re-subdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Architectural Control Committee of plans and specifications for such split, division or subdivision.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control

Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided on in Section 6.

Section 6. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration.

Section 7. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desired for security purposes in accordance with plans and specifications therefore approved by the Architectural Control Committee. No structures of temporary character shall be erected or permitted to remain on any Lot except during the original construction period of the permanent dwelling prior to use as a permanent residence. The placement or construction of a temporary structure for use as an office, sales center or model home by Declarant or by a builder shall not constitute a violation of this section provided the same has been approved by the Declarant or Architectural Control Committee, whichever is applicable.

Section 8. Signs.

(a) No signs whatsoever (including, but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) a sign indicating the builder of the residence on the Lot;

(iii) not more than one "For Sale" or "For Rent" sign; provided, however, that in no event shall any such sign be larger than six (6) square feet in area with no artificial lighting; and

(iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee.

(b) Following the consummation of the sale of any Lot, the "For Sale" sign and the builder's sign located thereon, if any, shall be removed prior to permanent occupancy.

Section 9. Setbacks. In approving plans and specifications for any proposed Structure, the Architectural Control Committee may establish setback requirements for the location of such Structures which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 10. Fences and Walls. No fence or wall or any kind shall be erected, maintained, or altered on any Lot unless it shall be approved by the Architectural Control Committee. No chain link fencing shall be allowed. Nothing shall be erected, placed or altered on any Lot nearer to any street than the building setback lines delineated on the subdivision plat unless the same shall be 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 the retaining wall shall be made of brick, natural stone, stucco, or veneered with brick, natural stone, stucco or railroad ties or other material approved by the Architectural Control Committee.

Section 11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Control Committee.

During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveway as approved in the plans by the Architectural Control Committee. In no event shall any driveways other than those approved by the Architectural Control Committee be constructed or used for temporary access to any Lot. All vehicles shall be parked at the Lot to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot.

Section 12. Antennas. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any

Structure without the prior written approval of the Architectural Control Committee. In no event shall freestanding transmission or receiving towers be permitted.

Section 13. Clotheslines. No outside clotheslines shall be placed on any Lot. No hanging of any laundry within or outside the dwelling within the public view. Clothing, rugs or other items shall not be hung on any railing, fence, hedge or wall.

Section 14. Recreational Vehicles, Trailers, etc. The Architectural Control Committee, in reviewing the plans and specifications for any proposed structure, may require that special parking areas be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the Architectural Control Committee pursuant to this Section 14 or within a garage if stored on the Lot. No junk vehicles, campers, travel buses, recreation vehicles or commercial or industrial vehicles including, but not limited to moving hearses, compressors, concrete mixers or buses shall be regularly or habitually parked in front of any Lot or upon any Lot. While nothing contained herein shall prohibit the use of portable or temporary buildings for trailers as field offices by contractors during actual construction, the use, appearance and maintenance on such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the construction site.

Section 15. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without the approval of the Architectural Control Committee. Basketball goals may be installed, however, the type, style and placement shall be submitted and approved by the Architectural Control Committee prior to installation.

Section 16. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. The Architectural Control Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of any accessory structure may not be commenced until complete final plans and specifications shall have

been submitted to and approved by the Architectural Control Committee in accordance with the provisions of these covenants. Any accessory structure shall be constructed concurrently with or subsequent to the construction of the dwelling on the Lot on which such accessory structure is located.

Section 17. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Wilmington Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Only one mailbox shall be located on any Lot, which mailbox and supporting structure shall be complete and the design shall harmonize with adjacent buildings as approved by the Architectural Control Committee.

(c) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used. The Architectural Control Committee shall be the determinant of the length of time reasonably necessary for construction.

(d) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee. Further, no above ground pools shall be located on any Lot.

(e) Adequate off-street parking shall be provided for each Lot.

(f) No incinerators for garbage, trash, or other refuse shall be used on any Lot.

(g) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.

(h) No window air conditioning unit may be located in any part of any dwelling or accessory structure, and all exterior compressor units shall be ground mounted and screened by fencing or planing of a density and height to hide the unit

effectively, which fencing or planting shall first be approved by the Architectural Control Committee.

(i) Any screened porch which is a part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

(j) No plumbing vent or heating vent shall be placed on the front side of any roof or any dwelling or accessory structure, and any such vent shall be painted black or the same color as the roof on which it is placed.

(k) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

(n) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all dwellings shall contain not less than one thousand four hundred (1,400) square feet.

Section 18. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have first been approved by the Architectural Control Committee. In no case shall such structure or confinement be permitted in the front of the house.

Section 19. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Control Committee. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 20. Screening. All equipment, trash containers and wood piles shall be kept screened by adequate planting of fencing so as to be concealed from view from all other Lots or from all public rights-of-way. Said screening or fencing shall be approved by the Architectural Control Committee prior to installation.

Section 21. Commercial Vehicles. No panel, commercial, or tractor truck shall be habitually parked in driveways or over night

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on streets in front of any Lots as no Lot shall be used for any commercial, business or professional purpose.

Section 22. Inoperable Vehicles. Any vehicle which is inoperable shall be towed away at the expense of the owner of the Lot on which said vehicle sits.

Section 23. Hobbies or Activities. The pursuit of hobbies or activities, including, without limiting the generality of the foregoing, the assembly or disassembly or motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions shall not be undertaken on or in any structure, yard area of a Lot, in any driveway, garage, or other place where such activity is visible from any street.

Section 24. Parking. Adequate off street parking shall be provided for each Lot. No vehicle shall be parked on any street over night except in the case of an emergency, but in no case for more than seventy-two (72) hours.

Section 25. Owner's Responsibilities.

(a) Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon, in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, down-spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the Architectural Control Committee, or the Association, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Architectural Control Committee for direct and indirect cost of such maintenance, which costs shall be added to and become a part of the assessment to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 A.M. and 5:00 P.M. of any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee or Association to mow, clear, cut or prune any Lot, to provide

garbage or trash removal service or to perform such exterior maintenance.

(b) Once construction of a dwelling is started, it shall be completed within eight (8) months thereafter except for detailed interior finish.

Section 26. Grassing. The entire front and side yards of a Lot which are visible from any street must be planted with grass or other suitable ground cover.

Section 27. Temporary Structure. No structure of temporary character, trailer, tent or shack shall be used on any Lot at any time as a residence, school, church or kindergarten either temporarily or permanently.

Section 28. Awning, Shades and Windowboxes. No awning, shades or windowboxes shall be attached to, hung or used on the exterior of any window or door of any house without the prior written approval of the Architectural Control Committee.

Section 29. Oil Drilling Equipment. No oil drilling, oil drilling operations, oil refining, quarrying, 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 be erected, maintained or permitted upon or in any Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges nor or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or

Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Such Owner shall be personally liable to the Architectural Control Committee for any costs or expenses incurred in enjoining and/or removing any construction or improvements, which costs shall be added to and become a part of the assessment to which such Owner and Lot are subject.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 5. Rights and Obligations. Each grantee of the Declarant and Owners, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, privileges of every character hereby imposed shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantees in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 7. Amendment by Declarant Before Turnover. Before turnover of control by Declarant, this Declaration may be amended

at any time and from time to time, by Declarant and a vote of two-thirds (2/3) of the Lot Owners other than Declarant. This Declaration may be amended unilaterally by Declarant if:

(a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith.

(b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration.

(c) such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or

(d) such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Such amendment would not include the right to re-plat Lots or the Common Area unless limited to changes specifically required by a reviewing agency to meet its requirements.

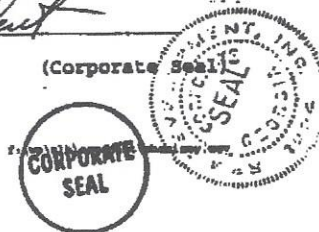
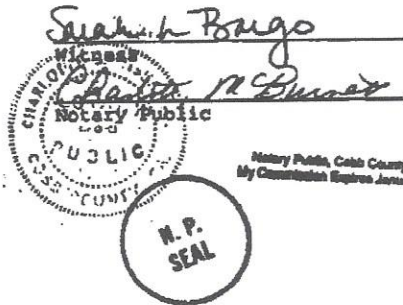
Section 8. Amendment After Turnover by Declarant. This Declaration may be amended at any time and from time to time, after turnover of control by Declarant, by an agreement signed by at least seventy-five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Declarant, if Declarant is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of January, 1995.

RPM Development, Inc.
Declarant

By: R. D. Hightower

Title: President



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EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 411 and 476 of the 19th District, 2nd Section, Cobb County, Georgia, being known as Wilmington Subdivision, as per that plat of Wilmington Subdivision, recorded in Plat Book 154, Page 9, Superior Court records of Cobb County, Georgia.

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