

Linda Carter

Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
I HEREBY CERTIFY THAT THIS INSTRUMENT IS TRUE AND CORRECT AND THAT THE SIGNATURES ARE THE SIGNATURES OF THE PARTIES.

Please return to:
Evans Mill Development, Inc.
755 Commerce Drive
Suite 700
Decatur, GA 30030

PROTECTIVE COVENANTS
FOR
CUTTERS MILL

STATE OF GEORGIA
COUNTY OF DEKALB

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 18TH day of JULY, 2001, by EVANS MILL DEVELOPMENT, Inc., a corporation chartered under the laws of the State of Georgia, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, the undersigned is the owner of all that tract or parcel of land lying and being in Land Lot(s) 51 and 78 of the 16TH District of DeKalb County, Georgia and being more particularly described as: CUTTERS MILL, as per final plat prepared by Clark Design Group, P.C., Registered Land Surveyor, dated 5/5/01, 2001; and recorded in Plat Book 121, Pages 114-118, DeKalb County, Georgia records on 7/18/01.

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same to be established, set forth and declared to be covenants running with the land:

NOW, THEREFORE, for and in consideration of the premises and of benefits to be derived by Declarant, and each and every subsequent owner of any of the lots in said subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant, for twenty (20) years from the date of publication at which time said covenants may be extended or terminated in whole or in part as hereinafter provided to-wit:

1.

Land Use and Building Type. No lot shall be used except for single-family residential purposes. No lot shall be subdivided, nor shall more than one house be erected on any one lot. No building shall be erected on any lot to be used as a school, church, or kindergarten.

2.

Architectural Control:

(a) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of structure unless similarly approved. Any yard fencing shall be submitted to the Architectural Control Committee for approval before installation. NO TYPE OF CHAIN LINK FENCING SHALL BE ALLOWED.

(b) Any exterior redecorating may be done only by consulting and working with the Architectural Control Committee in order to maintain a well-coordinated color scheme throughout the entire subdivision.

(c) No window air-conditioning units will be permissible without the prior approval of the Architectural Control Committee.

(d) Mobile home, campers and/or commercial vehicles may not be parked in such a way as to be visible from the street and are subject to the Architectural Control Committee's approval, with exception of temporary parking not to exceed seven (7) days.

(e) All Architectural Control Committee approvals shall be as provided in Item 20 below.

3.

Dwelling Size. The main residential structure on any lot within CUTTERS MILL shall contain at least the minimum number of square feet of heated living space as is required by the R-CH (TND); CZ 86229 zoning classification in DeKalb County, Georgia. Such calculation of heated living space shall be exclusive of porches, garages, and carports.

4.

Building Location. No house shall be nearer a fronting street than the building line shown on the recorded plat, nor nearer to any side street than the building line shown on the recorded plat, or as allowed by zoning. All lot yard setback requirements shall be as per zoning and as allowed by DeKalb County for R-CH (TND); CZ 86229 use.

5.

Lot Area and Width. No dwelling shall be erected or placed on any lot having a width unacceptable by zoning and development standards except as a variance.

6.

Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and ten (10) feet between all lots and along the perimeter boundary lines of the subdivision except where shown otherwise. Drainage flow shall not be obstructed nor be diverted from drainage of utility easements as designated above or on the recorded plat.

7.

Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon

which may be or may become annoyance or nuisance in the neighborhood. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the development, nor shall any odors be permitted to exist so as to render any portion offensive.

8.

Signs. No permanent sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period unless approved by the Architectural Committee.

9.

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

10.

Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Total permanent number of pets per household shall not exceed three, fish and birds excepted. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Structures for care, housing or confinement of any pet shall be allowed on the rear of property only. Pets shall be under leash at all times when walked or exercised in any area other than owner's lot and no pet shall be permitted to leave its excrement on any portion of land other than that land belonging to the pet owner. Upon written request of any homeowner, the Committee may in its discretion, determine if a pet is a generally recognized house pet or if such pet is a nuisance and the Committee shall have the right to require the owner of a particular pet to remove such pet from the subdivision if such pet is found to be a nuisance or in violation of these restrictions.

11.

Garbage and Refusal Disposal. Visible construction trash shall be removed from the building site prior to the closing of any permanent loan. Building site is defined as any area within 10 feet of a constructed residential property. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12.

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

13.

Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner line from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be on such a sight line. These distances may vary according to the needs of the Builder or DeKalb County by variance.

14.

Antenna. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed to any exterior of a building or other structure; without prior written consent of the Architectural Control Committee. However, satellite receivers no larger than 24 inches in diameter shall be allowed on the rear side of the roof of any house constructed, so long as it is not visible from the front of the lot.

these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20.

Architectural Control Committee.

(a) The primary intent of the Architectural Control Committee is to approve home construction plans and early alterations made by new homeowners. The Committee, at the election of the majority of the lot owners, can be continued after new home construction is complete and at which time the initial members of the committee shall be automatically off the Architectural Control Committee. At this point in time, the primary function of the Architectural Control Committee would be to approve all things requiring approval other than home construction plans.

(b) Membership - the initial Architectural Control Committee is composed of EVANS MILL DEVELOPMENT, INC., until such time as new home construction is complete. Every homeowner shall then automatically be a member of the Committee and remain a member until ownership ceases for any reason, at which time his membership shall automatically pass to his successor-in-title to lot or dwelling.

A majority of the Committee may designate a representative or representatives to act for it. In the event of death or resignation of any representative of the Committee, the remaining members shall have full authority to designate a successor. Neither member of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants.

(c) Procedure - The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

21.

Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or

attempting to violate any covenant either to restrain violation or to recover damages. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner or (ii) the Homeowners Association of Buckingham, should one be formed, or (iii) each Owner, his legal representatives, heirs, successors and assigns.

22.

Severability. The 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.

23.

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

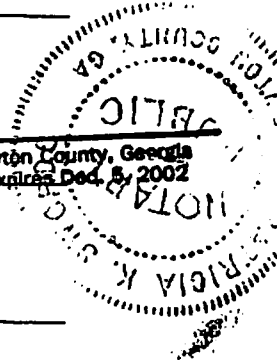
IN WITNESS WHEREOF, Declarant does hereby, through its authorized officer, set its hand and affix its seal the day and year first above written.

EVANS MILL DEVELOPMENT, INC.

Robert L. Lanier
Declarant
Robert L. Lanier, Secretary

Patricia K. Swords
Notary Public
Notary Public, Newton County, Georgia
My Commission Expires Dec. 5, 2002

J. D. [Signature]
Witness



Deed Book 12298 Pg 159

Linda Carter
Linda Carter
Clerk of Superior Court DeKalb Cty. Ga.
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