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(a) "Association" shall mean and refer to GROVE PARK NEIGHBORS HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organization and existing under the laws of the State of Georgia.

**Definitions.** The following terms when used in this Declaration of Covenants (unless the context shall indicate to the contrary) shall have the following meanings:

ARTICLE I

**NOW THEREFORE,** the Developer declares that the properties which are made subject to Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions heretofore set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner hereof.

WHEREAS, Developers intend that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically become a member of this Declaration and by reason of such ownership, and by reason of its Declaration does automatically become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association and pursuant hereto;

WHEREAS, Delegates of the Commonwealth Area in Association (as hereinafter defined) to own, maintain and administer the Commonwealth Area in accordance with the Commonwealth Area by such Residents; and

WHERAS, Developer desires to provide for the benefit of all of the residents of the Common Area (as hereinafter defined); and

WHEATAS, Develooper owns all of the property known as GROVE PARK as shown on that certain plat of survey recorded in Plat Book 38, pages 137A - 137H, Bartow County, Georgia Records ("Property"); and

THIS DECLARATION is made this 2<sup>nd</sup> day of April, 2004 by PINE GROVE DEVELOPMENT, LLC ("Developer").

RECEIVED REC'D	TURNER TINSELE	2004 APR - 6 AM 8
U.S. GOVERNMENT PRINTING OFFICE: 1944 7-1200		GA 30120 SAVANNAH, GA U.S. 2943 BARTOW COUNTY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GROVE PARK and GROVE PARK NEIGHBORS HOMEOWNERS ASSOCIATION		

(i) "Residential Units" shall mean and refer to each single family detached house tract of subdivided property intended for a single family detached house.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(l) "Common Purposes" shall mean and include activities such as ingress and egress for pedestrian and vehicular traffic, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.

(i) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(f) "Mortgagee" shall mean and refer to any security instrument by means of which title to the Common Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(c) "Developer" shall mean Pine Grove Development, LLC.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

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Every person who is an Owner is and shall be a member of the Association, provided, however, that any person who owns such interest merely as security for the performance of an

*Section 2. Membership.*

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist GROVE PARK NEIGHBORS HOMEOWNERS ASSOCIATION, INC., a non-profit Georgia Corporation, and the association shall be known as GROVE PARK NEIGHBORS HOMEOWNERS ASSOCIATION.

*Section 1. The Association.*

**The Community Association; Automatic Membership and Voting Rights Therein.**

**ARTICLE 3**

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

*Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.*

**ALL THAT TRACT OR PARCEL OF LAND lying and being in (actual legal description to be determined upon approval of final plat.)**

This Declaration is hereby imposed upon the following described real property and the developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration.

*Section 1. Property Hereto Subject to This Declaration.*

**Property Subject to Declaration; Effect Thereof.**

**ARTICLE 2**

When more than one person holds an interest or interests in a Residential Unit, the vote for such Unit in which they hold any interest required for membership under Section 2 of this Article 3.

When entitled to vote, Class A members shall be entitled to one vote for each Residential classes of membership is required.

(vii) Any other matter for which it is herein specifically provided that approval of all

Association; and  
(viii) Any proposal to amend this Declaration of the Articles of Incorporation of the

(ix) Any proposal of merger, consolidation or dissolution;

(x) Any proposal to dedicate, transfer or sell all or any part of the Common Area;

(xi) Any proposal not to repair or reconstruct any damage or destruction to the Common Area and the facilities thereon;

(xii) Any proposal that is a special assessment to be levied by the Association, except as otherwise specifically provided;

(xiii) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(xiv) On the 1st day of January, 2008, whichever shall first occur,

(xv) At such time as the Class B member shall so designate by notice in writing delivered to the Association, or

(xvi) Class A members shall be entitled to full voting privileges:  
membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

The Association shall have two classes of membership; Class A and Class B.

### Section 3. Classes of Membership; Voting Rights.

obligation shall not be a member of the Association.

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The Developer hereby covenants with the Association to convey the Common Areas to the Association on or prior to the 1<sup>st</sup> day of January, 2008

*Section 1. The Common Property; Members Rights in the Common Property.*

**ARTICLE 4**

All matters concerning meetings of members of the Association, including the time and the manner in which notice of any of said meetings shall be given to members of the Board and percentage specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

*Section 2. Meetings of the membership.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the assessments charged in favor of the Association.

*Section 3. Suspension of Membership Rights.*

(b) Class B. The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class B membership shall automatically terminate and cease, the Developer may be a Class A member longer than held any interest required for membership in Section 2 of Article 3. From and after the date on which the Class B membership terminates in accordance with this Article 3 and ceases to exist, such membership shall not be revived or reinstated.

Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such persons, and two or more persons vie to cast a vote for such Residential Unit, then the vote pertaining to such Residential Units shall not be counted.

### *Section 3. Extension of Rights and Benefits.*

The Association shall not mortgage ingress and egress to any Residential Unit.

(e) The right of the Association at any time to transfer all or any part of the Common Area it authorized by two-thirds (2/3) or more of the votes of those entitled to vote and of all classes of membership subject to the provisions of this Declaration.

(d) In the right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infringement of its published rules and regulations; and

(c) If the right of the Association to take such steps are as reasonably necessary to protect the Common Area against foreclosure if Developer has pledged any interest in and to the Common Area to any lender; and

(b) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area; and

(a) In the design of the Developer or its designees to the exclusive use of such portion of the Common Areas as it, in the exercise of its sole discretion, may deem necessary for advisable, for, or as may be reasonably required, convenience or incidental to, the construction of improvements within the property in favor of the Association.

Subject to the provisions contained in (a) through (f) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Common Area for Common Purposes and such easement shall be apportioned to and shall pass with the title to all portions of the Restricted Property. The Common Area shall be used only for Common Purposes, and the purposes set forth in Article I Paragraph (f) supra. Rights and easements of the enjoyment hereby shall be subject to the following:

## *Section 2. Members' Expectations of Enjoyment.*

### **Section 3. Basis and Maximums of Annual Assessments.**

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, safety and welfare of the members and their tenants and, in particular, for the servicing, maintenance and facilities of the Common Area and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common Area, but not limited to, the payment of taxes and insurance premiums, management and advertising, but not limited to, the payment of labor, equipment, materials, replacement and repairs, maintenance and supervision of the Common Area, additions thereto, and for the cost of labor, equipment, materials, management and repair of the annual assessments levied by the Association under this Article 5 as hereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area and the entire area.

## *Section 2. Purpose of Assessment.*

(b) Special assessments, such as assessments to be taxed, established and collected from time to time as hereinabove provided. The annual and special assessments, together with such imposts thereon and costs of collection thereof as hereinabove provided shall be a charge on the land, which each such assessment shall be a charge on the land, and shall be a continuing lien upon the property against each such assessment until it is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

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Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance,

#### **Section I. Creation of the Lien or Personal Obligation for Assessments.**

Assessment

## ARTICLE 5

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A members while the members bear a privilege in accordance with Article 3 of this Declaration, the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

*Section 5. Equality of Assessment among Residential Units.*

Upon the affirmative vote of the holders of two-thirds (2/3) or more of the votes of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures of personal property related thereto, or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

*Section 4. Special Assessments.*

From and after such time as the Class A members shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum initial annual assessment set by the Board of Directors of the Association shall not be increased (or decreased) in any one year by an amount in excess of thirty percent (30%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective.

(b) The Class B member shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Common Area.

(a) The maximum initial annual assessment of Class A members shall be Four Hundred Dollars (\$400.00) per residential unit payable to the Association, and accordance with Article 3 of this Declaration:

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

indemnification of the owner or any relationship of principal and surety as between themselves.

notwithstanding any agreement between such owners and successors in title creating any and such owner and such successors in title shall be jointly and severally liable with respect thereto, Association any and all amounts which he was obligated to pay immediately preceding the transfer; such successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the then owner to pay such assessments shall remain his personal obligation and shall also pass to his representatives, successors and assigns. In addition to the lien rights, the personal obligation of the shall bind property in the hands of the then owner, his heirs, designees, personal collection thereof, hereon become a continuing lien on the defendant member's property which assessment shall become delinquent and shall, together with such interest thereon and the costs of the collection thereon.

(a) If an assessment is not paid on or before the date when due then such

#### *Section 7. Effect of Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.*

for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment thereto.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date each member becomes a member.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 31st day of January of each year and shall be paid to the Association without further notice from the Association; provided, however, that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period, the payment for the annual assessment shall not be due until thirty (30) days after such notice is given. The failure to notify thirty (30) days prior to the annual assessment period shall not, however, reduce the amount of the assessment due and payable.

#### *Section 6. Date of Commencement of Annual Assessments; Due Dates.*

of the mortgaged property of his personal obligation to pay all assessments and charges coming due  
 (b) Such subordination is merely a subordination and shall not relieve the owner

pursuant to a sale under power contained in such mortgage.  
 pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property  
 cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property  
 having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction,  
 subordinated are only such liens or charges as relate to assessments and charges heretofore  
 of the mortgage as filed of record have been paid. The liens and permanent charges hereby  
 and charges which respect to such property authorized herein having a due date on or prior to the date  
 subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments  
 herein (annual, special or otherwise) with respect to any restricted property is hereby made  
 subordination of all assessments and charges authorized

(a) The liens and permanent charges of all assessments and charges authorized

#### *Section 8. Subordination of Charges and Liens to Mortgages.*

property in favor of the Association.  
 period of such suspension and shall not affect the permanent charge and Lien on such members  
 suspension shall not affect such member's obligation to pay assessments coming due during the  
 enjoy such services and other benefits as may then be provided by the Association. Any such  
 to vote, the right of enjoyment in the Common Area and facilities and the right to receive and  
 Association may also suspend the membership rights of the delinquent member, including the right  
 (c) If the assessment is not paid within sixty (60) days after the due date, the

(100%) of the votes of those then entitled to vote all classes of membership.  
 rights it may have against any member without the approval of one hundred percent  
 herein by nonuse of the Common Area and facilities. The Association shall not waive any liens or  
 the same. No member may waive or otherwise escape liability for the assessment provided for  
 bid in the owner's property at any foreclosure sale and to acquire, hold, lease, mortgage and convey  
 all other members. The Association, acting on behalf of the other members, shall have the power to  
 lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of a  
 and to foreclose the aforesaid lien in an appropriate proceeding in a court of law or of equity. The  
 power to bring all actions against him or her personally for the collection of such charges as a debt  
 shall be added to the amount of his or her property, in excess of its agents the right and  
 which event, interest, costs, and attorney's fees equal to fifteen percent (15%) of the principal amount  
 the owner personally obligated to pay the same or foreclose its lien against such owner's property, in  
 permitted by law or ten percent (10%) per annum, and the Association may bring legal action against  
 assessment shall bear interest from the date of the delinquency at the lesser of the highest rate

(b) If an assessment is not paid within thirty (30) days after the due date, such

Notwithstanding the duties of the Association to maintain the Common Area, the Association

*Section 3. Limitations of Liability: Indemnification.*

voting privileges in accordance with Article 3.

vote to so terminate such contract at any time after the Class A members are entitled to the full termiation ten (10) days after two-thirds (2/3) of the members then entitled to vote, affirmatively and the terms upon which such agreement may be terminated, which shall include the right of compensation to be paid, the term thereof, which shall not exceed one year, and the manner in which to be entered into, after approval by a majority of the Board of Directors, shall provide for the directly from members of the Association by this Declaration. Any maintenance agreement which is Association, except those powers and duties specifically assigned to the officers Area shall exercise all the powers and shall be responsible for the performance of all the duties of the agreement for the installation and/or operation of such improvements, the manager of the Common for the maintenance of the Common Area. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a maintenance agreement for the maintenance of the Common Area and the responsibilities as are necessary or desirable. The Association may enter into such maintenance agreements as are necessary or desirable

*Section 2. Maintenance Agreement.*

The administration of the Association, the maintenance, repair and operation of the Common Area and facilities and the Entrance Areas shall be the responsibility of the Association.

*Section 1. Responsibility for Administration.*

**Administration**

**ARTICLE 6**

due after such sale and transfer.

owner of such property from liability for any assessment or charges authorized becoming previous owner of such property of any personal obligation or relieve such property or the then proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other or transferred by foreclosure or by sale under power; and no sale or transfer of such property to the permanent charges provided for herein (except to the extent a subordinated lease or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee at any time when he is the owner of such property, shall not relieve such property from the liens and

(a) Minimum house sizes; elevation. - No single family residential structure shall be located on any lot unless said structure shall have at least 1,500 square feet of heated living area. The ground floor of any residential structure shall be a minimum of three (3) steps higher than the ground level grade at the front door of the structure.

### *Section 3. Dwelling.*

No building of any kind shall be erected, placed or altered on any tract until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee (the "ACC"), as described in Paragraph 19 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. All future changes to any lot or improvement shall likewise be subject to prior written approval of the ACC.

## *Section 2. Architectural Control.*

No tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any tract other than one detached single-family dwelling unit not to exceed two (2) stories in height.

## *Section 1. Land Use and Building Type.*

Design Guidelines

ARTICLE 7

The minimum area for all lots shall be as shown on the recorded Plat of Survey for GROVE PARK Subdivision, located in the City of Cartersville, Bartow County, Georgia. No tract shall be subdivided at any time to an area consisting of less acreage than as shown on the aforementioned restriction.

#### *Section 5. Tract Area.*

(b) Buffers - All buffers as shown on the subdivision plat of survey shall be undisturbed at all times. The homeowner's association shall enforce this restriction. The homeowner's association shall be responsible for restricting the buffer zone where made necessary by a violation of this restriction by an Owner. This restriction shall form a part of each deed of conveyance in the subdivision.

- (i) Create prime views and conceal unsightly areas;
- (ii) Control drainage and prevent erosion; and
- (iii) Preserve existing trees and vegetation to maximum extent possible;
- (iv) Minimize changes in the existing grade and appearance;
- (v) Located on each lot to:

(a) Location of structures - all structures together with related paved and open areas, shall be

All houses constructed on any lot in the subdivision shall be placed behind the minimum building set-back line as shown on the subdivision plat of survey, or as may be required by the governing set-back authority. Specifically, the rear set back line along the eastern buffer zone shall be a minimum of eighty-five (85) feet from the eastern property line. That is to say, no structure shall be erected within ten (10) feet of an undisturbed buffer zone.

#### *Section 4. Building Location*

(c) Fencing - All fencing requires prior written approval of the ACC. No fence shall exceed four (4) feet in height, or be installed or maintained on any lot except as has been so approved. No fence shall be installed or maintained in any part of the buffer zone.

- (i) Final inspection by the City of Cartersville Building Inspector; or
  - (ii) occupancy of residential structure, whichever is earlier.
- (b) Landscaping - Every lot shall have a landscaped yard with any grass areas to consist of sod the type of which shall be approved by Developer. A written plan of landscaping must be submitted to the ACC prior to installation of any materials; this plan should include a drawing to show location and description of all "hardscape" items such as fences, walls, rocks, fountains, statuary and so forth. Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after:

Nothing contained herein shall prohibit the use of portable or temporary buildings as trailers to be used as field offices by contractors during the actual construction of dwellings to be located on the lots in the subdivision.

No mobile home or modular home shall be placed or erected on any lot of the subdivision. A mobile home is a detached single family dwelling unit built on a chassis and designed for long term occupancy, containing sleeping and living areas, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on streets or highways on its own wheels or on detachable wheels, arriving at the site as a complete dwelling unit and ready for occupancy after minor or incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, or the connecting of two units together (referred to as a doublewide), connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated transportable building consisting of building modules designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventional building on a permanent foundation as long as such structures are not unreasonably burdensome, bar or other outbuilding shall be placed on any lot in the subdivision. Structures customarily of a temporary character shall be placed on any lot in the subdivision. Structures shall not be placed on any lot in the subdivision nor shall any garage, barn or other outbuilding be considered a modular home. No trailer, tent, shack, prefabricated walls or tressels shall not be used for residential purposes. The use of conventionalally on a site constructed building and to be used for residential purposes. The use of structures of a temporary character shall be placed on any lot in the subdivision.

## *Section 8. Temporary Structures.*

No noxious or offensive activities shall be carried on upon any Track, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the adjoining owners.

## *Section 7. Nuisances.*

Agreements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plan or as may be required by Developer. Drainage flow shall not be obstructed nor throughout the drainage system as so designated above. Sidewalks shall be constructed nor diverted from their original location as shown on the Plan or as may be required by the City of Cartersville. Where such sidewalks are built outside the right of way and on a lot, the homeowner's association shall be responsible for maintaining that part of the sidewalk.

#### **Section 6. Easements: Sidewalks.**

recorded plot of survey for that respective Tract.

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No outside clotheslines will be allowed. Garbage cans and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residents, and may be maintained in a rear yard of a Tract only.

#### Section 13. Clotheslines, Garbage Cans, Etc.

No exterior television antennas shall be permitted on any lot. Satellite dishes or apparatus used for the reception of any type signal for television or radio shall not exceed 24" in diameter and shall not be visible from any street.

#### Section 12. Antennae, Etc.

No general farm animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any Tract. Ordinary household pets such as dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

#### Section 11. Livestock and Poultry.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon any Tract. No ditch or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

#### Section 10. Oil and Mining Operations.

Following the consummation of the sale or rental of any lot, the sign located thereon shall be removed immediately.

- (a) such signs as may be required by legal proceedings;
- (b) not more than one "For Sale", or "For Rent" sign; provided, however, that in no event shall any such sign be larger than four square feet in area nor shall it contain any information which does not advertise the house and lot as "For Sale" or "For Rent";
- (c) directional signs for vehicular or pedestrian safety; and
- (d) such signs as may be required by developer or builder.

No signs whatsoever shall be installed, altered or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:

#### Section 9. Signs.

(b) Except for building materials employed during the course of construction of any Structure, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Tract unless screened or otherwise handled in a manner set forth in the Design Standards and approved in writing by the Architectural Control Committee.

(a) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage or any form of solid waste on any Tract or on Common Area.

No person shall dump rubbish, garbage or any other form of solid waste on any Tract or on Common Area.

No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### *Section 17. Garbage and Refuge Disposal.*

No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper shall be allowed on a temporary basis nor to exceed forty-eight (48) consecutive hours.

Notwithstanding the foregoing and except for houses trailers and mobile homes, any such vehicles or equipment may be stored on a Tract, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by any neighborhood residence and from the view of any driveway or street, and must be approved in writing by the Architectural Control Committee.

#### *Section 16. Recreational Vehicles and Trailers.*

Recreational and playground equipment shall be placed or installed upon a Tract only to the rear of any Residential Unit. Basketball goals may be placed adjacent to the driveway. No above ground pools shall be allowed.

#### *Section 15. Recreational Equipment.*

Except for liquid propane tanks for home gas grills and other such patio cooking equipment, no exposed liquid propane tank, fuel oil tank or any type of fuel container used to heat a Residential Unit shall be located visible and above ground on any Tract. Any such container shall be buried below ground and shall be located on a Tract only with the prior approval in writing by the Architectural Control Committee.

#### *Section 14. Heating Fuel Containers, Etc.*

The construction of any house in the subdivision will be completed within ten months from the date of issuance of a building permit from the City of Cartersville.

1. After ten (10) Residential Units have been sold and closed, Gary Temples will be replaced by one Owner;
2. After twenty (20) Residential Units have been sold and closed, Valerie Holt will be replaced by one Owner;
3. After thirty (30) Residential Units have been sold and closed, Linda Pye will be replaced by one Owner;
4. After fifty-two (52) Residential Units have been sold and closed, Don Temples will be replaced by one Owner;
5. After all Residential Units have been sold and closed, the landscape architect member may be replaced by one Owner, at the discretion of the other members of the ACC.

The composition of the ACC will change on the following schedule:

related covenants shall be deemed to have been made.

it, then the approval of the ACC shall be deemed to have been given and in compliance with the specifications within thirty (30) days after such plans and specifications shall have been submitted to event the ACC, or its designated representative, fails to approve or disapprove plans and The approval or disapproval of the ACC as required by this instrument shall be in writing. In the member, shall be entitled to any compensation for services performed pursuant to this instrument. Neither the members of the ACC, nor a designated representative, except the landscape architect Committee (the "ACC"), the remaining members shall have full authority to designate a successor. Limited hereby, in the event of the death or resignation of any member of the Architectural Control Temples (developer representatives), Jay Scott or other landscape architect (landscape architect), Linda Pye (Willington representatives), and Valerie Holt (Carriage location representative). Except as limited herein, in the event of the death or resignation of any member of the Architectural Control Committee (the "ACC"), the remaining members shall have full authority to designate a successor.

#### *Section 19. Architectural Control Committee.*

No individual sewerage-disposal system shall be permitted on any tract unless such system is installed shall be obtained from the appropriate governmental authorities.

recommended, located and constructed in accordance with the requirements, standards and guidelines, located or placed at the street. At all other times, such containers shall be screened or enclosed in the manner set forth in the Design Standards.

#### *Section 18. Sewerage Disposal*

(c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed at the site. At all other times, such containers shall be screened or enclosed in the manner set forth in the Design Standards.

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The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by third parties.

#### *Section 1. Insurance.*

#### **Insurance and Casualty Losses**

#### **ARTICLE 8**

Any of the other provisions of this instrument, which shall remain in full force and effect, shall not affect the invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument, which shall remain in full force and effect.

#### *Section 23. Severability.*

Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

#### *Section 22. Enforcement.*

All screening shall be used within the subdivision to define private spaces or to attract or divert attention to or from particular views. The methods of screening and the subject to be screened are subject to the approval of the ACC.

#### *Section 21. Screening*

All materials and finishes to be used in construction of any house or other structure in the subdivision shall be subject to the prior written approval of the ACC.

#### *Section 20. Construction Materials*

After approval by the ACC, all structures must conform to plans and specifications as submitted to the ACC. Any change must have the prior written approval of the ACC. All stamps and brush are to be removed from lots prior to foundation construction, and debris shall be removed as often as necessary to keep the lot and any structure thereon attractive. Construction debris shall not be dumped in any area of the property. Lots shall be graded in such manner so as not to block any natural or manmade swales, ditches or drainage structures. Earth, hay berm or slit fence shall be installed in cooperation with the City of Cartersville Building Inspection Department. Whenever possible, lots shall drain independently rather than to adjoining lots.

Wherever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if in any provision of this Declaration or the application thereof to any

### **Section 3. Severability.**

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the United States mail, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

## *Section 2. Notices.*

The Covenants and Restricions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall have to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restricions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed 20 years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast votes equal to two-thirds (2/3) of the voters of the Association and has been filed for record in the Office of the Superior Court of Barrow County, Georgia, at least ten (10) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property, by acceptance of a deed or other conveyance hereof, hereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

### **Section 1. Duration.**

#### General Provisions

ARTICLE 9

three or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction. The Board of Directors shall also obtain a liability policy covering the Common Area and facilities for all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

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The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association and, thereafter, by any instrument signed by members of each class of members of the Association and, then entitled to cast at least two-thirds (2/3) of the votes of each class of members of the Association and, thereafter, by any instrument signed by members of the Association then entitled to cast at least two-thirds (2/3) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the zoning of Barrow County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Barrow County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance hereof, hereby agrees that the Covenants and Restrictions of this Declaration or other conveyance hereof, shall be binding upon him and his heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized Partners, the day and year first above written.

PINE GROVE DEVELOPMENT, LLC  
By: *[Signature]*  
Gary Temple, Member  
(SEAL)

#### Section 4. Amendment.

person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provisions or application or any provision which can be given effect without the invalid provisions or application of this Declaration are declared to be severable.

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ALL THAT TRACT OF LAND lying and being in the City of Cartersville, in Land Lots 703, 704, 737 & 738 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, and being that certain 45.16 acre tract of land more fully shown on a plat thereof recorded in Plat Book 53, Page 53, Bartow County, Georgia records, which plat by reference is incorporated herein and made a part hereof.

LESS AND EXCEPT THE REFFROM Lots 1-103, Grove Park, as more fully shown on a plat thereof recorded in Plat Book 58, Pages 137 A-H, Bartow County, Georgia records, which plat by reference is incorporated herein and made a part hereof.

ALSO LESS AND EXCEPT THE REFFROM all public streets located in Grove Park, as more fully shown on a plat thereof recorded in Plat Book 58, Pages 137 A-H, Bartow County, Georgia records, which plat by reference is incorporated herein and made a part hereof.

LEGAL DESCRIPTION OF COMMON AREA

EXHIBIT "A"