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DECLARATION OF PROTECTIVE COVENANTS
PEMBROOKE

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

STATE OF GEORGIA
COUNTY OF GEORGIA

This Declaration of Protective Covenants, made and published this the 22nd day of July, 1993, by FIRST GEORGIA HOMES, INC. having their principal place of business in Cobb County, Georgia, (hereinafter referred to as "First Georgia"):

W I T N E S S E T H:

THAT, WHEREAS, First Georgia is an owner of a subdivision known as PEMBROOKE and being a subdivision of all of those certain lots, tracts or parcels of land situated, lying and being in Land Lots 801 and 754, of the 19th District, 2nd Section, Cobb County, Georgia, being more delineated by a plat prepared by William M. Herndon, Jr., Registered Land Surveyor, dated the 18th day of June, 1993, and recorded in Plat Book 145, Page 36, Cobb County Records; and

WHEREAS, it is to the interest, benefit and advantage of First Georgia and of each and every person who shall hereafter purchase any lot of said property, that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared that the covenants run with the land; and

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by First Georgia, its successors and assigns, and each and every subsequent owner of any lot of said property, First Georgia does hereby setup, establish, promulgate and declare the following Protective Covenants to apply to all lots subdivided with the property to all persons owning said lots, or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land, shall be binding on all persons claiming under and through First Georgia until the first day of August, 2013, at which time said covenants may be extended or terminated in whole or in part as hereafter provided. Every Grantee of any interest in such property, now hereafter made subject to this declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in such deed or other conveyance, or whether or not such person shall otherwise consent in writing, shall take subject to this declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

1. LAND USE AND BUILDING TYPE

All lots subject to this declaration shall be used for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one single family residential dwelling with garage facilities and other outbuildings incident to residential use of the lot. This provision shall not prevent residents from maintaining and using private offices at their residences provided such use is incidental to the primary residential use of the lot and other provisions of this declaration are complied with. The parking of any commercial vehicles, including school buses and excluding automobiles and pickup trucks within the subdivision is prohibited.

2. PLAN APPROVAL BY DEVELOPER

First Georgia, its successors or assigns, (as Developer), reserves the right to approve all plans for homes built and landscaping, said approval shall not be unreasonably withheld. The waiver of approval for nonenforcement of this provision shall not constitute a waiver as to the enforcement of this provision in the consideration of dwellings to be placed on any other lots. Plans are to be submitted to developer at least fourteen (14) days prior to beginning construction. Plans submitted shall include floor plans, front and side elevations, square footage computation, material list, and landscape plans. Once plans are tendered to the developer, the developer shall have seven (7) working days in which to approve plans. Any plans not approved within seven (7) working days from the receipt of such plans by the developer shall be deemed approved.

Though it is the purpose of this paragraph that approval of submitted plans will not be unreasonably withheld, it is also the purpose of this paragraph to control the architectural and landscape design within PEMBROOKE. Said control having an end result of a residential development phase with all houses and lots reasonably compatible with other houses in style, color, and landscaping. Designs, colors, or materials not harmonious with the existing subdivision and the disapproval of plans reflecting such designs, colors, or materials, when disapproved, shall not be considered an "unreasonable withholding of approval".

3. CONSTRUCTION STANDARDS

All housing within the subdivision shall be constructed in accordance with the single family residential building code of the City of Powder Springs. In addition:

(a) The foundation is to be covered on all sides with brick, stone or stucco. Exposed concrete blocks are expressly prohibited.

(b) The roof is to be made of asphalt shingles or wood shingles with a roof pitch of at least eight (8) inches verticle to twelve (12) inches horizontal on the main body of the roof.

(c) Exterior finish material including concrete block, metal sheeting, plywood or fiberboard is expressly prohibited.

(d) All chimneys shall have surrounds (caps).

(e) No roof venting material of any kind shall be visible from the street.

(f) All building activities shall be completed within a reasonable period of time from its beginning, however, total construction time shall never exceed six (6) months after the foundation is complete.

(g) All lots shall be maintained with a clean and neat appearance throughout the construction period.

(h) All mailboxes shall be compatible with the style of the residence. Concrete blocks, sticks, and framing timber are all prohibited.

(i) All houses shall have facilities for enclosed parking for two (2) automobiles, said facility to be compatible in design to the residence.

4. SUBDIVISION OF LOTS

Each lot shall contain one single family residence and shall not be further subdivided.

5. KEEPING AND STORING LIVESTOCK AND MACHINERY

The use of any lot for the commercial production or raising of swine, fowl or any other kinds of livestock is prohibited. This prohibition includes, but is not limited to, by its exclusion, the keeping of chickens, ducks, horses, cows, goats, sheep, however expressly excludes from its prohibition cats and dogs, (maximum two of each per lot) and tame fowl.

All machinery, inoperable automobiles, trucks, tractors, or any other items or debris which shall be considered an eyesore shall be located in rear yards and sheltered so that it is not visual from any roads, street or adjoining lot.

6. PROHIBITION REGARDING THE USE OF YARDS

No outbuildings or any sheds of any type or kind shall be located in any area of yards fronting roads or streets. All outbuildings shall be of compatible construction and style to the residence. No fence of any type shall be erected any closer to the street than the front corner of the residential dwelling. Chain link fencing is prohibited. There shall be no clotheslines erected on the property at any time.

7. TEMPORARY HOUSING

As addressed in this declaration, each lot shall contain one single family residential dwelling. In no case shall any temporary structure, movable or permanent, including but not limited to garages and carports, be utilized for human habitation during the process of construction of the residential dwelling on any lot. This prohibition shall be interpreted to mean that no owner of a lot

can reside on the lot until such lot, adhering to the restrictions contained herein, is at least ninety percent (90%) complete.

8. MINIMUM SQUARE FOOTAGE

All houses within PEMBROOKE shall contain not less than Seventeen Hundred Fifty (1,750) of heated square feet of living area on one level and not less than eighteen hundred fifty (1,850) of heated square feet of living area on dwellings exceeding one story.

No residential dwelling shall be erected on any lot which is more than two and one-half stories, regardless of its square footage.

9. MAINTENANCE OF LOTS, KEEPING RUBBISH AND REFUSE

Each owner shall keep his lot and the structure thereon in good repair and order including, but not limited to, the seeding, watering and mowing of all lots, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care needed for the proper maintenance of his home. All care shall be maintained at such frequency as is consistent with good property management.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers, in the rear of the lot, behind the residence and in a clean and sanitary condition.

10. EASEMENT

As to any lot on which a drainage or utility service easement is located, an easement has been reserved to Cobb County for the appropriate utility for the purpose of repairing and maintaining such easements. Right is also reserved to First Georgia to prepare sloping banks, cut and fill, on a three (3) to one (1) slope, on all streets and roads. Drainage flow shall not be obstructed nor diverted from drainage swales, storm sewers and/or utility easements as set forth on a recorded plat of the subdivision.

11. ENFORCEMENT

Enforcement of the covenants and restriction contained herein and of any provision hereof shall be by appropriate proceedings of law or equity against any person or persons violating or attempting to violate any said covenants and restrictions or provisions either to restrain violation, to enforce personal liability, recover damages, or by any appropriate proceeding at law or equity against the property to enforce any lien or charge arising by virtue thereof. The failure of First Georgia, its successors or of any lot owner to enforce any of said covenants or other restrictions or other provisions shall in no way be deemed a waiver of the right to do so thereafter.

12. MODIFICATION OR AMENDMENT OF PROTECTIVE COVENANTS

The restrictions contained herein may be modified or amended by the mutual consent of a majority of the property owners and the developer until all lots are conveyed. In ascertaining a majority, each owner shall cast one vote for each lot retained by him at the time of the vote.

13. SEVERABILITY

Whenever possible, each provision of this declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this declaration are declared to be severable.

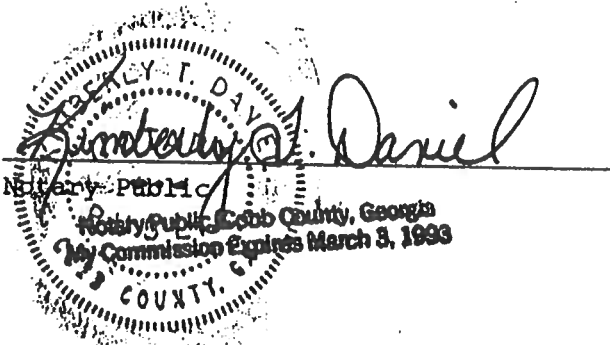
IN WITNESS WHEREOF, the undersigned and for the duly authorized officer has hereunto set its hand and seal the 22nd day of July, 1993.

FIRST GEORGIA HOMES, INC.

Sharon Bowen

Witness

BY: [Signature]



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