

STATE OF GEORGIA

COUNTY OF DEKALB

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RIGHTS AND EASEMENTS

This Declaration ("Declaration"), made this 17th day of November, 1987, by Larry T. Ross (hereinafter referred to as "Declarant").

W I T N E S S E T H :

THAT, WHEREAS, Declarant is the owner in fee simple of certain real property (the "Property") situated in Land Lot 264, 18th District of DeKalb County, Georgia (a full description of which Property is attached hereto as Exhibit "A" and made a part hereof by reference), being the subdivision known as "Greystone North Subdivision"; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions, rights and easements hereinafter set forth, each of which is for the protection and benefit of said Property and for the benefit of all subsequent owners of any part of the Property, each of which shall inure to the benefit of and run with the title to said Property or any part thereof.

NOW, THEREFORE, Declarant hereby declares that the Property is hereby subjected to this Declaration and shall be held, sold, conveyed, used and occupied subject to this Declaration and the covenants, conditions, restrictions, rights and easements hereinafter set forth which are for the purpose of creating uniformity, protecting the value and desirability of the Property, and which shall run with the title to the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof. Every grantee of any interest in any property now or 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 any such deed or other conveyance, whether or not such deed or other conveyance

shall be signed by such person and 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.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following words shall have the following meanings, unless the context shall prohibit:

(a) "ACC" shall mean and refer to the Greystone North Sub-division Architectural Control Committee, initially consisting of Larry T. Ross and Glen Ross, and organized and existing for the purpose of monitoring and controlling exterior construction, alteration and removal of any and all improvements on the Property and other restrictions and requirements set forth herein, in accordance with the provisions of this Declaration.

(b) "Dwelling" shall mean and refer to each improvement constructed upon a Lot and used or intended for use as a residential housing unit.

(c) "Lot" shall mean and refer to any plot of land which is a part of the Property subject to this Declaration and which is shown as a numbered parcel on any plat of survey recorded in the Office of the Clerk of the Superior Court of DeKalb County, Georgia.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot, including Declarant, but excluding those persons having such interest merely as security for the performance of an obligation.

ARTICLE II

ARCHITECTURAL CONTROL, RESTRICTIONS

ON USE AND MAINTENANCE

1. Restrictions on Use.

(a) Residential Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, not to exceed three stories in height.

(b) Dwelling Cost, Quality and Size. No Dwelling shall be permitted on any Lot at a cost of less than \$150,000.00, includ-

ing Lot cost, based upon cost levels prevailing on the date this Declaration is recorded in the Office of the Clerk of Superior Court of DeKalb County, Georgia, it being the intention and purpose of this covenant to assure that all Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted Dwelling size. The heated floor area of the Dwelling, exclusive of one story open porches and garages, shall be not less than 1,800 square feet for a one story Dwelling and 2,200 square feet for a Dwelling of more than one story.

(c) Lot Area and Width. No Dwelling shall be erected or placed on any Lot having a width of less than 40 feet at the minimum building setback line, and no Dwelling shall be erected or placed on any Lot having an area of less than 5,000 square feet. Each Dwelling shall conform to the site plan requirements or variance proceedings of DeKalb County, Georgia.

(d) Other Structures and Vehicles. With the exception of a builder's temporary construction office and trailers and a temporary sales office in a trailer, there shall be no structures of a temporary nature and no mobile homes, camp trailers, campers, boats or boat trailers stored or kept for any purpose on any Lot unless the same shall be hidden from view, that is, in a garage or stored and kept only on the rear of the Lot behind the Dwelling, and such item shall be kept hidden or screened at all times so that it cannot be seen from the street adjoining the Lot. There shall be no automobile, motorcycle or vehicles stored outside the Dwelling which is being repaired.

(e) Signs. No sign of any kind shall be displayed to the public view on any Lot or in any Dwelling except one sign of not more than five square feet advertising the property for sale or lease, public road signs or signs used by a builder to advertise the Property during the construction and sales period.

(f) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that domestic dogs, cats and other household pets may be kept,

provided they are not kept, bred, or maintained for any commercial purpose.

(g) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Containers for garbage or other refuse shall be kept in sanitary enclosures so as not to be accessible to animals or visible from the streets and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used.

2. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

3. Pollution Control. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto established by Federal and State law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of DeKalb County, Georgia, or any private or public body having jurisdiction.

4. Slope Control. Within any slope control area shown on any recorded plat of any part of the Property, no structure, planting, or other materials shall be placed or permitted to remain, and no activity shall be undertaken, which may create erosion problems, or which may obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

5. Architectural Control. No building, playhouse, fence, wall or other structure, improvement or Dwelling, whether or not such structure, improvement or Dwelling is intended for occupancy, shall be erected, placed or maintained on any Lot, nor shall any ex-

terior addition to any existing structure or change or alteration thereto be commenced, nor shall any landscaping or site work be performed until the final plans and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plan therefor, have been submitted to and approved in writing by the ACC as to set backs and restrictions of DeKalb County, Georgia and this Declaration, quality of workmanship and materials, harmony, consistency and compatability of external design with existing and future structures, location with respect to topography and finished grade elevation, and harmony of colors with regard to external re-painting and re-roofing of any structure.

6. Prohibitions. In addition to the foregoing provisions, the following activities, items and uses are, and shall be, prohibited on, or in connection with the Property:

(a) With the exception of corner Lots, no fence or wall of any kind shall be erected or placed in the front or side yard of any Lot; all fences must be placed on the rear portion of any Lot from the rear boundary line of the Lot to the rear portion of the Dwelling located on the Lot. Corner Lots may be fenced on side and rear yards but shall not have any fences located on the front yard. That is, no fence or part thereof may be located in the area from the front portion of the Dwelling to the street in front of the Dwelling.

All fences located in any easement, including, but not limited to, easements for drainage and easements for construction and repair of neighboring Dwellings, must be constructed of removable sections and gates so as to provide immediate and convenient access for public utilities and maintenance and repair of adjoining Dwellings.

No fence or wall may be erected which alters the normal drainage across any drainage easement.

Fences or walls shall be allowed only after written approval by ACC as to materials and height, and such fences or walls must be in compliance with all Georgia and DeKalb County laws, ordinances, and regulations.

(b) No Dwelling may be constructed which violates any building line as shown on the recorded plat of Greystone North Subdivision, and, the entrance to any front entrance garage shall be located no closer than twenty (20) feet to the curb of the street in front of the Dwelling.

(c) Except during construction, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

(d) Except during construction, no facilities, including poles and wires and antennas for the transmission of electricity, reception of television, telephone messages and the like shall be installed or maintained on any Lot above the surface of the ground.

(e) Except for temporary use of adjoining Lots for storage of materials during construction only, no lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot; and shall not be stored on such Lot for longer than the length of time reasonably necessary for completion of construction. Prior to occupancy, the Dwelling must be completely finished on the exterior, the driveway must be paved and within no more than thirty (30) days (weather permitting) from the date of occupancy all of the front yard and side yards to the rear corner of the main Dwelling must be sodded with bermuda, zoysia or centipede grass, and the rear yards must be seeded or sodded with grass or sod approved by the ACC.

7. Exterior Maintenance. Owners shall at all times maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, pine strawed areas, and trees which shall be neatly maintained, all open Lot areas shall be maintained as lawns. All lawns shall be kept mowed and all front lawns shall be kept mowed to a height not in excess of three (3) inches. The Declarant or the authorized agents or successors and assigns of the Declarant may, after ten (10) days notice to any Owner, enter upon such Lot and have the grass, woods,

and other vegetation cut when, and as often as the same is necessary in his judgment, and may have dead trees, shrubs, and other plants removed therefrom. Such Owner shall be personally liable to the Declarant or to the successors and assigns of the Declarant for any cost or expenses thus incurred. Entry onto any such Lot shall be between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday.

8. Distance Between Structures. No structure shall be located nearer than fifteen feet to the structure on a neighboring Lot, excluding eaves, overhangs, fireplaces and chimneys, steps, and air conditioning condensers.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

1. The ACC shall interpret and enforce and provisions of Article II of the Declaration and, in connection therewith, shall have the right and flexibility in its reasonable discretion to grant exceptions and variances from such provisions. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of a member, the remaining member of the ACC, or the Declarant, if no members then exist, shall have the full power and authority to designate a successor. Neither the members of the ACC, nor the designated representative of the ACC, shall be entitled to any compensation for services performed pursuant to this Declaration.

2. Nothing contained herein, nor any actions of the ACC, are intended to be, nor shall they be construed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of submitted plans, products or construction.

3. At such time as the last Lot is sold by a builder to a successor in title, or the last Lot is retained by a builder as a personal residence or held for lease then the existence of the ACC shall terminate.

4. Requests to the ACC shall be in writing, accompanied by complete construction plans and specifications. The ACC's approval or disapproval as required in this Declaration shall be in writing. In the event the ACC, or its designated representative, fails to ap-

prove or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the proposed 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. If the request is not complete, submittant will be notified in writing and, until the submission is completed, the thirty (30) day period for ACC response to the request shall not be deemed to have begun.

5. Refusal or approval of plans, specifications or location may be based upon any grounds including purely aesthetic considerations which, in the reasonable discretion of the ACC, shall be deemed sufficient.

6. Any construction or planting made or performed on the Property without application having first been made to and approval obtained from the ACC, may be required to be restored to its former condition by and at the expense of the Owner of the Lot on which such construction or planting was made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the ACC, or its authorized agents, may, after fourteen (14) days notice to said Owner, enter upon the Lot and perform such restoration as the ACC, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the ACC for all direct and indirect costs as may be incurred by the ACC in the performance of such restoration, and the liability for such costs shall be enforceable by the ACC by any appropriate proceeding at law or in equity.

ARTICLE IV

EASEMENTS

1. Easement for Exterior Maintenance and Repair. Each Owner shall have an easement of use over a five (5) foot strip of property adjoining such Owner's Lot as shall be reasonably necessary to enable such Owner to perform repairs and maintenance on his Lot and on the improvements located thereon subject to the exclusions specifically hereinafter described. Such easement shall be five (5) feet on either side of the line dividing the Lots and shall run from the rear to front of each adjoining Lot. In those cases where a

portion of a structure (excluding eaves, overhangs, fireplaces and chimneys, steps, and air conditioning condensers) is located closer than five (5) feet to a Lot line, then the width of the easement for maintenance and repair on the neighboring property shall increase by the same distance and by the same area that the said structure is located closer than five (5) feet to the property line. Correspondingly in such case, the easement for maintenance and repair benefiting the adjoining Lot shall be decreased by the same distance and area that the structure is located closer than five (5) feet to the Lot line such that no structure or part thereof (except as hereinafter specifically permitted) shall be located within the easement for maintenance and repair benefiting the adjoining Lot. Specifically permitted to be located in such easement area as a limitation to that area are eaves, overhangs, fireplaces and chimneys, steps, and air conditioning condensers. The easement for maintenance and repair granted under this paragraph shall specifically exclude that portion of the adjoining Lot actually occupied by the eaves, overhangs, fireplaces and chimneys, steps, and air conditioning condensers. In the event of prolonged construction, such as in the case of fire loss, reasonable notice thereof shall be given to any such adjoining Owner and such construction shall be done only during reasonable daylight hours. This easement shall be exercised in such manner as to not materially interfere with the use, occupancy, or enjoyment of all or any part of such adjoining Lot. Any Owner utilizing the within easement shall restore the adjoining property to its original condition promptly after such use.

2. Easement for Drainage. An easement is reserved to the Owners along the sidelines of each Lot for drainage of surface water. Said easements shall be five (5) feet on either side of the line dividing the Lots. In those cases where a portion of a structure (excluding eaves, overhangs, fireplaces and chimneys, steps and air conditioning condensers) is located closer than five (5) feet to a Lot line, then the drainage easement shall increase on the neighboring property by the same distance and by the same area that said structure is located closer than five (5) feet to the Lot line. Correspondingly in such case, the easement shall be decreased by the

size and area whereon the structure is located closer than five (5) feet to the Lot line such that no portion of the structure, except as specifically permitted herein, shall be located within the easement for drainage. Specifically permitted to be located in such easement area as a limitation to that area are eaves, overhangs, fireplaces and chimneys, steps, and air conditioning condensers. The easement for drainage granted under this paragraph shall specifically exclude that portion of the adjoining (burdened) Lot actually occupied by such eaves, overhangs, fireplaces and chimneys, steps and air conditioning condensers. Each Owner shall have an easement of use over the Lot adjoining such Owner's Lot as may be reasonably necessary to enable said Owner to install any drainage systems necessary to drain water from his Lot provided, however, that any such Owner shall promptly restore any property thus utilized for drainage to its original condition.

3. Utility Easements. The Property is subject to those certain "Underground Distribution System Agreements" or "Utility Easements" heretofore executed by the Declarant in favor of Georgia Power, DeKalb County, Southern Bell Telephone and Telegraph Company, or Atlanta Gas Light Company and such other recorded utility easements.

4. Permanent Easement for Subdivision Entry Wall and Its Maintenance and Repair. The Declarant shall construct a subdivision entrance wall on Lots 1 through 6, Block A, and Lots 38 through 43, Block A, of the Property. A permanent easement is hereby created for the construction of such wall, and the existence of such wall as hereinafter constructed and located on said Lots. Further, the Declarant and the Owners of the Property subjected to this Declaration shall have a permanent easement over the foregoing numbered Lots for the reasonable maintenance and repair of said subdivision entrance wall and for the trimming and pruning of the grass and shrubs located immediately in front of said subdivision entrance wall. Said permanent easement on each above identified Lot shall be limited to the portion of each of said Lots upon which the wall is located and that portion of each Lot located between Evans Road and the front of the subdivision entrance wall located on such Lot, for the purpose

of pedestrian traffic crossing said Lots from Evans Road to the wall located on said Lot to maintain and repair the wall and trim the grass and shrubs in front of said wall.

ARTICLE V
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 an annoyance or nuisance to the neighborhood.

ARTICLE VI
INSURANCE

Each Owner shall obtain and maintain in full force and effect a policy of insurance insuring such Owner in an amount adequate to cover full replacement costs of the Dwelling and other improvements located on the Lot of such Owner.

ARTICLE VII
GENERAL PROVISIONS

1. Term. These covenants shall run with the land and shall be binding on all parties owning the Property or any portion thereof and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to change said covenants in whole or in part.

2. Enforcement. Except as otherwise expressly provided herein, 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.

3. Severability. Invalidation of any part of this Declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

4. Amendments. The provisions of this Declaration may be amended at any time by an instrument signed by the Declarant, if the Declarant is the Owner of any portion of the Property, or if Declarant is not the Owner of any portion of the Property, by seventy-five percent (75%) of the Owners; provided, however, that any

such amendment must be in full compliance with all applicable laws and regulations and shall not become effective until the instrument evidencing such change has been duly filed of record with the Clerk of the Superior Court of DeKalb County, Georgia and unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken.

5. Assignability. Notwithstanding any other provisions herein to the contrary, Declarant shall at all times have the right to fully transfer, convey and assign all of his right, title and interest under this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

D. H. Daily
Unofficial Witness

Larry T. Ross (SEAL)
Larry T. Ross

Donna R. Almand
Notary Public

(Seal)

My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires June 12, 1988

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 264 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the southeasterly right-of-way line of Evans Road (70 foot right-of-way) with the northeasterly right-of-way line of Interstate Highway No. 285; running thence northeasterly along the southeasterly right-of-way line of Evans Road and following the curvature thereof, 914.66 feet to a point; thence South 21 degrees 36 minutes 55 seconds East 898.27 feet to a point located in the centerline of a creek which forms the majority of the southeasterly line of said property; running thence along the centerline of said creek the following courses and distances: South 72 degrees 22 minutes 25 seconds West 63.19 feet to a point; South 60 degrees 36 minutes 43 seconds West 28.18 feet to a point; South 37 degrees 03 minutes 09 seconds West 42.32 feet to a point; South 42 degrees 19 minutes 54 seconds West 55.95 feet to a point; South 64 degrees 39 minutes 40 seconds West 76.36 feet to a point; South 50 degrees 17 minutes 36 seconds West 59.36 feet to a point; South 49 degrees 14 minutes 10 seconds West 65.65 feet to a point; South 47 degrees 26 minutes 09 seconds West 86.54 feet to a point; South 72 degrees 15 minutes 21 seconds West 53.81 feet to a point; South 75 degrees 52 minutes 37 seconds West 52.34 feet to a point; South 80 degrees 32 minutes 37 seconds West 63.96 feet to a point; South 75 degrees 22 minutes 03 seconds West 43.10 feet to a point; South 36 degrees 43 minutes 02 seconds West 53.55 feet to a point; South 20 degrees 23 minutes 10 seconds West 68.29 feet to a point; South 30 degrees 05 minutes 08 seconds West 55.59 feet to a point; South 27 degrees 49 minutes 06 seconds West 47.54 feet to a point; South 77 degrees 08 minutes 27 seconds West 33.70 feet to a point; South 50 degrees 10 minutes 09 seconds West 71.53 feet to a point; and South 85 degrees 42 minutes 42 seconds West 56.52 feet to a point; thence leaving the centerline of said creek and running North 52 degrees 31 minutes 55 seconds West 89.46 feet to a point located on the northeasterly right-of-way line of Interstate Highway No. 285; thence northwesterly along the northeasterly right-of-way line of Interstate Highway No. 285 and following the curvature thereof 852.94 feet to the point of beginning; being 19.36 acres as shown on Preliminary Plat of Evans Woods Subdivision by Quadra-Tech, Inc., Wallace Long Hambrick, Registered Land Surveyor, dated March 27, 1987.