

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR LIVINGSTON WILLOWS SUBDIVISION

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LINDA D. HES  
CLERK SUPERIOR COURT  
NEWTON COUNTY, GEORGIA

This Declaration of Covenants, Restrictions, and Easements for LIVINGSTON WILLOWS SUBDIVISION is made this 15<sup>th</sup> September, 1996 by HARVEY DEVELOPMENTS (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Newton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof together with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"); and

WHEREAS, Declarant intend to develop on the Submitted Property, together with such additional properties that are added hereto by amendment, a subdivision to be known as "Livingston Willows" Subdivision.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision:

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof, The covenants, restrictions, and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure too the benefit of each "owner" (as hereinafter defined), his heirs, successors, and assigns.

ARTICLE I

DEFINITIONS

1.1 "Declarant" shall mean and refer to: (a) Harvey Developments; or (b) any successor-in-title to the said corporation to all or some portion of the Submitted Property provided such successor-in-title shall acquire such property for purposes of development or sale, and provided further, that in a written instrument, such successor-in-title is expressly designated as the declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance.

ASSOCIATION MEMBERSHIP

Membership. Every Person who is the record owner of a fee interest in any Lot that is subject to this Declaration will automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. There will be a \$300.00 mandatory Association fee with the Association having the ability to put a lein on the property if Association fee is not paid. The Association can be turned over to Owner's after 125 lots are sold, but this will be to the decration of the owning and operating entity.

TERMINATION OF COVENANTS. The above-referred to protective covenants shall terminate twenty (20) years from the date these covenants are recorded. Upon a majority vote of homeowners, covenant may be renewed for an agreed upon time.

IN WITNESS WHEREOF, Harvey Developments has caused this declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

1.2 "Lot" shall mean a parcel of land designated as a lot on a "Plat" of the subdivision.

1.3 "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.4 "Structure" means: (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing paying, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such lot; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of the Section 1.4 applies to such change.

1.5 "Subdivision" means the Submitted property and any property subsequently added thereto by amendment.

1.6 "Plat" or "Plats" means the subdivision plat recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located.

## ARTICLE II

2.1 "Residential Use of Property". All Lots shall be used for residential purposes only, except for Lots 242, 243, and 244. These three lots can be used at discretion of Harvey Developments, and no business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes for the purpose of carrying on any business related to the improvement, construction, marketing and sale of the Lots, including the use of a home as a model home, sales center, production office, construction office and marketing office. Any such model home or sales center, production office, construction office or marketing office shall provide for adequate off-street parking for visitors. Provided further, private offices may be maintained by Owners in dwellings located on any of the Lots so long as such is incidental to the primary residential use of the dwellings.

2.2 Single-Family Dwelling. Not more than one single-family dwelling shall be erected on any Lot. Dwellings shall not contain less than 1,500 interior square feet of finished heated and cooled living areas, exclusive of open porches, unfinished basements, porte cocheres, garages, carports and breezeways. Two-story dwellings shall not contain less than 1,700 interior square feet of finished heated and cooled living areas exclusive of open porches, unfinished basements, porte cocheres, garages, carports, and breezeways. No Split Foyers.

2.3 Walls and Fences. Any Fencing visible from front of the house will be wooden. No galvanized chain link fences will be permitted at any time. Any woven wire fencing shall be vinyl coated. All Fences will start at the rear of each house and continue toward rear of Lot. All Fences are subject to review and approval of the ACC Committee. The exposed part of retaining walls and foundations shall be made of brick, natural stone, landscaping timbers, railroad ties, stucco, Dryvit, or veneered with brick or natural stone. Swimming Pools to be fenced and not visible from street.

2.4 Subdivision of Lots. One or more Lots or parts thereof may be combined to form one single building Lot.

2.5 Terraces, Eaves, Etc. For the purpose of determining compliance with the building line and natural, undisturbed buffer requirements set forth on the Plat, terraces, cantilevers, patios, drainage facilities, detention ponds, lawn furniture and recreational equipment shall not be considered as a part of the Structure.

2.6 Garages. Garages may be attached or detached, but must be large enough to accommodate at least two automobiles, and garage interiors shall be sheet rocked and painted. All garages shall have doors. No garage entrance shall face a street except for houses located on corner lots. The Architecture Committee will have the right to waive the side-entrance requirement if the lot is not conducive to side entrance. All Garage doors to be shut at all times except for ingress and egress.

2.7 Detached Buildings of Permanent Nature. Detached garages and other buildings of a permanent nature shall conform in exterior design and quality to the residence on each Lot. Permanent detached buildings placed on any Lot shall be located only behind the residence as such residence fronts on a street. All such buildings shall be located within the side and back building lines set forth on the Plat, then a minimum of 10 feet from the side of back Lot line. For the purposes of determining compliance or non-compliance with these building line requirements, the provisions of Section 2.5 shall apply. Any such detached building shall be constructed concurrently with or subsequent to the construction of the residence of any Lot. No Metal Buildings allowed.

2.8 Delivery Receptacles and Property Identification Markers. The Declarant shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers, or similarly delivered Postal identification. Mail Boxes will meet or exceed U.S. Postal Specification. The mailboxes will be of a 4" X 4" Wood Post and will be provided and installed by Developer at a cost of \$100 to each builder.

2.9 Use of Outbuildings and Similar Structures. Except as otherwise provided in this Section, no structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be situated on any Lot, either temporarily or permanently. Provided, however, that Declarant and others temporary structures during construction for purposes of construction and may maintain temporary real estate offices for the sale of Lots or homes in the subdivision. No fuel tanks shall be located on any Lot except for small LP tanks used for Gas Logs and/or Grills. These LP tanks shall not be visible from street.

2.10 Completion of Construction. The Declarant shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion, including landscaping, of any Structures not completed within six (6) months from the date of commencement of construction. Construction shall be deemed to commence on the date of issuance of the building permit.

2.11 Livestock. 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 purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Shall be bound by County Animal Control and Leash Laws.

2.12 Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become any annoyance or nuisance to other Owners.

2.13 Signs. No sign of any kind shall be displayed to be public view on any Lot except such signs as comply with the provisions hereof. Declarant and builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any Lot in the Subdivision, the only signs permitted on his Lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to rent or sell said Lot of a type used by Brokers in the Atlanta metropolitan area, with the usual wording, such sign to be no more than four square feet in size. In the event any sign is unsatisfactory, the Declarant may, at his option, notify the Owner in writing, and the sign will be removed and will be replaced with a sign satisfactory, showing that the Lot or Lots are either for sale or for rent, the agent, and its or the Owner's telephone number. The limitations of this Section 2.13 shall apply to signs of all types, including banners, signs on cloth, paper, cardboard, or other materials.

2.14 Clearing of Lots. One of the principal purposes of this Declaration is to minimize the disturbance of the Submitted Property during the construction period and thereafter. No healthy trees, measuring six inches or more in diameter at a point of two feet above ground level, flowering trees or shrubs may be removed, unless necessary in the construction of the house, driveways or walkways. Cleared areas for any house itself shall not exceed an average of 15 feet on either side and 40 feet on the front and rear of the Structure. Any clearing or grading of land at any time shall be done in conjunction with the erosion and sediment control measures as outlined in which the Submitted Property is located and in accordance with the Design Standards.

2.15 Aesthetics and Screening. No plumbing vents shall be visible from the street on which the house is fronting and no heating vent, attic or roof ventilators shall protrude on the front side of any roof. No window air conditioning units shall be visible from any street.

2.16 Antennae. No radio or television transmission or reception towers or antennae shall be erected on any Lot other than customary antennae which do not exceed ten (10) feet in height above the roof-ridge line of any house. In no event shall free standing transmission or receiving towers be permitted. No satellite dish antennae shall be permitted on any Lots (except 18" Dish is allowed if not visible from street).

2.17 Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except such vehicles which are parked entirely within enclosed garages. Improperly parked vehicles may be towed at the owner's expense.

2.18 Garbage and Refuse Disposal.

2.18.1 No person shall dump rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

2.18.2 Except during approved construction, no person shall burn rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

2.18.3 Except for building materials employed during the course of construction of any Structure, no lumber, metals, bulk materials or waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in the manner set forth in the Design Standards. If such waste or other material is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense.

2.18.4 If rubbish, garbage, or any other form of waste is being disposed of by being collected on a regular and recurring basis, sanitary containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such a pick-up. At all other times such containers shall be installed underground or screened or enclosed in the manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards. The garbage carts not to be visible from street except on pick-up-day.

2.19 Changing Elevations. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any Lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

2.20 Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of underground utility facilities, including but not limited to water, telephone, gas, electricity, and cable television.

2.21 Driveways and Entrances to Garages. All driveways and entrances to garages shall be a solid concrete.

2.22 Off-Street Parking. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles or other vehicles, including, without limitation, unlicensed vehicles. No Owner shall park his automobile, boat, or other vehicle on the streets of the Subdivision as a matter of course. In addition, no commercial trucks or other commercial vehicles shall be stored on any Lot or street except while parked in an enclosed garage.

2.23 Buffers. Areas designated on the Plat as "Buffers" shall not contain Structures, except for: (a) uses permitted under Section 2.5; (b) any Structure of a type which may be developed under applicable building codes without the necessity for continuous footings (not to include pier pads for decks, solarium type structures or patios), which require inspections; and (c) development Structures required by engineering considerations for the Subdivision, such as detention ponds, underground utilities and the streets and driveways as shown on the Plat. Swimming pools shall not be constructed in the "Buffers".

2.24 Maintenance of Lots. Each Lot shall be maintained in a sightly and sanitary condition and grass and landscaping shall be properly maintained. Should any Owner fail or refuse to maintain his Lot in such condition, the Declarant shall be entitled to provide written notice to such Owner of the deficiencies in maintenance. If such deficiencies in maintenance are not corrected within ten (10) days after receipt of such written notice by such Owner, the Declarant may, at the expense of the Owner, enter the Lot and perform such maintenance. The cost of such maintenance may be specially assessed against the Owner of such Lot, and the Declarant shall have lien rights therefor as in the case of other assessments. The provisions of this Paragraph permitting the Declarant to perform maintenance and assess the cost thereof shall not apply to any Lots owned by Declarant. No work to be performed on construction of any dwelling of Sunday.

2.5 Entrance Monuments. Declarant shall have the right to construct an entrance monument at the entrance to the Subdivision.

2.6 Clotheslines. No outside clothesline placed on any Lot shall be visible from any adjacent Lot, Common Property or street.

2.27 Recreational Equipment. Recreational and playground equipment placed or installed on any Lot shall be located only behind the residence as such residence fronts on a street.

2.28 Design Standards. Without notice to any Owner, the Architect Committee may adopt, promulgate, amend, revoke and enforce the following design standards. The Architect Committee must also approve all of the following:

The pitch of the roof of each structure. Will 7/12 or more. All roofing materials shall be wood, fiberglass, or asphalt shingles. Front brick, stone, stucco or combo. Siding materials shall be wood, brick, stucco or hardboard lap siding (no cedar).

All stone work shall be natural fieldstone. (Synthetic stone acceptable)

All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding, or stucco to compliment the house.

All brick and mortar selections must be approved by the Architect Committee.

All stucco and dryvit colors and textures must be approved by the Architect Committee.

All sheet metal work (roof caps, flashings, vents, chimney caps) must be paired to match the roof. Gutters and downspouts must be painted with approved colors.

All roof stacks and plumbing vents must be placed on rear slopes of roofs.

All exterior lighting must be approved by the Architect Committee.

All fireplace chases must extend to finished grade if they are visible from any street.

All air conditioning compressor units visible from the street shall be screened by approved fencing or plantings of a density and height to effectively hide the unit.

Any decorative appurtenances such as sculptures, birdbaths, fountains, gazebos, and other decorative embellishments which are visible from any street adjoining house and lot must be approved by the Architect Committee.

All homes built in Livingston Willows shall have rock, brick or stucco fronts of dwelling or otherwise approved by the Architect Committee. Driveways shall be reinforced concrete.

2.29 Preconstructed Homes. No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot.

2.30 Landscaping. Bermuda Sod shall be installed to front corners of home. Also, on corner lots, a ten (10) foot strip of sod is required to tie-in corner lot with the next lot at curb.

### ARTICLE III

#### EASEMENTS, ZONING, AND OTHER RESTRICTIONS

3.1 Easements. Declarant hereby expressly reserves to the Declarant, and its successors and assigns as Declarant, forever, the right to create perpetual easements in, on, over and under any part of the Submitted Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not of limitation, the following: (a) the erection, installation, construction and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities; (b) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, and heat, and for any other public or quasi-public facility, service or function; (c) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; (d) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and (e) maintenance of entrance monuments.

3.1.2 No owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Submitted Property.

3.2 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or the Plat relating thereto.

3.3 Entry. The Declarant and its employees, agent, successors and assigns shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by provided the same are done in accordance with the provisions of this Section 3.3. The Declarant and its employees, agents, successors and assigns shall be following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 3.1.

3.4 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any government body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

The Owners shall indemnify, defend and hold harmless the Declarant, and his respective devisees, legatees, heirs, executors, administrators, legal representatives, successors, and assigns, in accordance with the provisions of the By Laws. Nothing herein contained shall make responsible or subject to liability and successor to the Declarant by operation of law or through purchase of the Declarant's interest in the Submitted Property (or any part thereof) at foreclosure, sale under power, or by dees in lieu of foreclosure, for any act, omission or matter occurring, or arising from any act, omission or matter occurring prior to the time such successor succeeded to the interest of the Declarant.

5.7 Constructive Notice. Each Owner, by his acceptance of a deed or other conveyance of a Lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declarant.

5.8 Binding Effect. This Declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns, Said Declaration shall run with title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the day and year first above written.

DECLARANT

Sworn to and subscribed  
Before me this 18<sup>th</sup>  
day of February  
1997

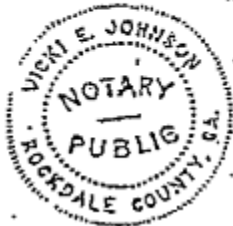
HARVEY DEVELOPMENTS

Robert W. Harvey

Vicki E. Johnson

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NOTARY PUBLIC, ROCKDALE COUNTY, GEORGIA  
MY COMMISSION EXPIRES OCTOBER 16, 1997



SEAL AFFIXED