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22-20638

DECLARATION OF PROTECTIVE COVENANTS

FOR

PLEASANT HILL ESTATES

THIS DECLARATION is made on the date set forth below by Pleasant Hill Estates Investments, LLC, a Georgia limited liability company ("Declarant");

WITNESSETH:

WHEREAS, Declarant desires to subject the real property described in Article I, Section 1 to the provisions of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 1 to the provisions of this Declaration to create a residential Subdivision of single-family housing;

NOW, THEREFORE, Declarant, declares that, the real property described in Article I, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT O.C.G.A. §44-3-220, ET SEQ.

Article I

Property Subject to This Declaration

Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "A", which is attached hereto and made a part hereof by reference.

Article II

Association Membership and Voting Rights

Section 1. Purpose, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purpose, the Association shall have the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

Section 2. Membership. Every Person who is the record owner of a fee interest in any Lot is subject to this Declaration shall 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. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws of the Association. Membership shall go along with and may not be separated from ownership of any Lot. A member or the member's spouse may exercise the rights and privileges of membership, including the right to vote and to hold office, but in no event shall more than one (1) vote be cast nor one (1) office held for each Lot owned.

Section 3. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one Owner of the Lot attempts to cast it.

Section 4. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the By-laws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or

this Declaration, the Association's By-laws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

Section 5. Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the By-laws of the Association. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-laws of the Association, officers of the Association shall be appointed by the Board until such time as Declarant no longer has the right to appoint members to the Board.

Section 6. Casting of Votes. The votes of the members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

Section 7. Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

- (a) shall be subject to the right of abatement, as defined in Article VIII by reason of having failed to take the reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received notice of same pursuant to the provisions of Article VIII; and/or Article IV, Section 2.
- (b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article III hereof; or
- (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 7, the suspension may be for a period of time not to exceed 60 days after the cure or termination of such violation. No suspension shall prevent an Owner's ingress to or egress from his Lot.

Section 8. Voting Procedure. The procedure for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-laws of the Association, as each shall from time to time be in force and effect.

Section 9. Control by Declarant and Appointment of the Board. Until such time as Declarant no longer has the right to appoint members to the Board, the Board of the Association shall consist of two (2) members. Notwithstanding any other language or

provision to the contrary in this Declaration, the Articles of Incorporation, or the By-laws of the Association, the Declarant hereby retains the right to appoint two (2) members to the Board appointees until such time as Declarant no longer owns any Lots in the Subdivision or the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointees until such time as Declarant no longer owns any Lots in the Subdivision or the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. Each Owner, by acceptance of a deed to or other conveyance of property within the Community, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners or Occupants in the Community. Upon the expiration of the Declarants' right to appoint and remove directors of the Association pursuant to the provisions of this Section, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period which Declarant had in its possession. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and replace directors and officers of the Association as provided in the Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article III

Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors of the Property Owners Association. Said maintenance shall include but not be limited to the detention ponds within the subdivision, green space within the subdivision, and the maintenance of the subdivision entrance.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed to the Lot, whether or not stated in the deed, covenants and agrees to pay to the Association; (a) an initiation fee; (b) common assessments or charges; (c) special assessments; and (d) specific assessments. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the land and a continuing lien upon the Lot against which each assessment is made; and (b) the personal obligation of the Person who is the Owner of the Lot at the time the assessment becomes due. The grantee of each Owner shall be jointly and severally liable for the portion of an assessment as is due and

payable at the time of transfer of the Lot. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided, however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure.

The Association shall, within five (5) business days after receiving a written request and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association certifying the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Lots within the subdivision, as applicable, and shall be paid in such manner and on such dates as are fixed by the Board of Directors. Upon ten (10) days' written notice, the Board may accelerate the annual assessment for delinquents. Unless the Board provides otherwise by resolution, assessments shall be paid annually for the calendar year and shall be due and payable on or before January 15th of each year.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated common expenses of the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The common assessment to be levied against each Lot for the coming year shall be set at the level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. Until one hundred percent (100%) of the Subdivision has developed and conveyed to Owners in the normal course of development and sale, on an annual basis, the Declarant may elect, but shall not be obligated, to reduce the assessment for any fiscal year by paying a subsidy on such terms and under such circumstances as the Declarant in its sole discretion may decide. The payment of a subsidy shall under no circumstances obligate the Declarant to continue payment of a subsidy in the future. The Declarant's option to subsidize the assessment may be satisfied in the form of cash, or by "in kind" contributions of services or materials, or a combination of these.

The Board shall deliver or mail a copy of the common expense budget and notice of the amount of the assessment for each Lot to each Owner at least thirty (30) days prior to the beginning of the fiscal year. The budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote and the Declarant [until

one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Owners as provided in the Bylaws. The petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the above, in the event the proposed budget is disapproved or the Board fails to prepare and distribute the budget for any year then until such a budget is prepared and distributed, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments must be approved by Owners holding at least two-thirds (2/3) of the votes present in person or by proxy at a duly called meeting held for such purpose and the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All assessments levied against any Lot, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Lot in favor of the Association. The Association shall have the right, but not the obligation to evidence the existence of the lien by filing a notice of lien in the Barrow County, Georgia, records. The lien shall be superior to all other liens and encumbrances on the Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Barrow County, Georgia, records.

All Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

Section 6. Effect of Non payment of Assessments; Remedies of the Association. Any assessments or installments of assessment which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine, which shall not exceed fifteen (15%) percent of the assessment payment. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien shall attach and, in addition, the lien shall include the late charge, interest at a rate not to exceed the highest rate allowed under Georgia law, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other

amounts provided or permitted by law. The existence of the lien may, but is not required to be, evidenced by the filing of a notice of lien in the Barrow County, Georgia, records. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

No Owner may waive or otherwise exempt himself or herself from liability for assessments, by abandoning the Lot or in any other manner. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and no reduction of any assessment shall be claimed or allowed by reason of (a) any alleged failure of the Association to take some action or perform some function as required to be taken or performed by the Association under this Declaration or the Bylaws of the Property Owners Association, (b) for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or (c) from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 7. Date of Commencement of Assessments. Notwithstanding all other provisions herein, there shall be no assessments until the Declarant no longer owns any Lots in the Subdivision. The first annual common assessment shall be adjusted according to the number of days then remaining in that fiscal year.

After the commencement of assessments as set forth above, the initial annual fee shall be \$150.00 per year per lot until modified by the Board. The initial fiscal year shall be January 1 thru December 31 until modified by the Board.

After the commencement of assessments as set forth above, upon each transfer of any Lot and any subsequent transfers the new Lot owner will be required to pay a non-refundable initiation fee of \$100.00 until modified by the Board.

Article IV

Maintenance; Coverage of Common Property Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all

landscaping and improvements located on the Common Property. The Association shall maintain any entry features for the Subdivision which are located on Lots within the Subdivision, and shall maintain and pay the expenses for any water and electricity provided to the entry features. The association shall maintain and obtain any annual inspections required for the detention ponds within the subdivision.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not completely covered or aid for by insurance, then the Association may perform the maintenance, repair, or replacement at the expense of the Owner, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

The Association shall perform all maintenance in a manner consistent with the Subdivision-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements on the Lot shall be the sole responsibility of the Owner, who shall maintain the Lot in a manner consistent with the Subdivision-Wide Standard and this Declaration. In the event that the Board of Directors determines that a Lot is not maintained in a manner consistent with the Subdivision-Wide Standard and this Declaration, except in an emergency situation, the Board of Directors shall give the owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall state the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of the notice to complete the maintenance, repair, or replacement. In the event that the maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, the Owner shall begin the work and shall complete it within a reasonable time. If the Board determines that (i) an emergency exists, or (ii) that an Owner has not complied, the Association may provide the maintenance, repair or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

As to landscaping maintenance, the grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition in a manner consistent with the Subdivision-Wide Standard. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Association or its agents, may after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed. The Association, or its agents, will assess the owner of the lot the actual cost incurred with a minimum cost of \$50.00 per violation to recoup its expenses in maintaining the lot for the owner. Although notice given as herein provided shall be sufficient to give the Association or its designated committee, or its

successors and assigns, the right to enter upon any lot and perform the work required, entry for the purpose of performing the work required in this paragraph shall be only between 7:00 a.m. and 6:00 p.m., and on any day of the week except Sunday.

Section 3. Party Fences and Driveways.

- (a) General Rules of Law to Apply. Each fence or driveway built as a part of the original construction on the Lots which shall serve and or separate any two adjoining Lots shall constitute a party fence, or party driveway, as applicable, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence or driveway shall be shared equally by the Owners who make use of the wall, fence or driveway.
- (c) Damage and Destruction. If a party fence or driveway is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.
- (e) Arbitration. In the event of any dispute arising concerning a party fence or driveway each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten days after written request by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one (1) additional arbitrator. The decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declarant. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association

for the benefit of all or a party of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Article V

Use Restrictions and Rules

Section 1. General. This Article beginning at Section 2, sets out certain use restrictions and rules which must be complied with by all Approved Builders, Owners and Occupants of Lots. Except as set forth in Article V Section I below, these use restrictions may only be amended in the manner provided in Article VIII, Section 4, regarding amendment of this Declaration. In addition to amendment as set forth in Article VIII, Section 4, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete the restrictions and rules set forth in Article V. Any amendment to the restrictions and rules in Article V made by the Board shall be distributed to all Owners at least twenty days prior to the date that they are to become effective. After distribution to all Owners the amendment will become effective and shall be binding upon all Owners and occupants of Lots upon their effective date until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total eligible Association vote and the consent of the Declarant [until such time as one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Notwithstanding the above, until such time as one hundred percent (100%) of the Subdivision has been developed and conveyed to Builders in the normal course of development and sale, no regulations and rules in Article V which affect the Declarant may be adopted, modified, or deleted without the written consent of the Declarant. Furthermore, until such time as one hundred percent (100%) of the subdivision has been developed and conveyed by Declarant or its successor or assign to Builders in the normal course of development and sale the Declarant reserves the right to amend and modify the restrictions and rules in Article V at any time without approval of the Owners or the Board and without notice to the Owners or Board. A copy of any change made by the Declarant to the regulations and rules set forth in Article V shall be mailed to the Board for distribution to the Owners, but the change shall become effective immediately upon signing by the Declarant unless otherwise stated therein.

Section 2. Application. The covenants and restrictions contained in this Article V shall pertain and apply to all Lots and to all Structures erected or placed thereon.

Section 3. Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose provided that Declarants may operate a sales office and/or model home on a Lot or Lots designated by Declarant.

Section 4. Resubdivision of Property. No Lot maybe split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Board of Directors of plans and specifications for such split, division or subdivision.

Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any contiguous Lot from combining two or more Lots into one Lot for construction of a single residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and provided further, that the Owner of the residence on such Lot shall be responsible for annual and special assessments based on the number of Lots combined into one Lot.

Section 5. Erosion Control. Homebuilders shall be held responsible for implementation of and conformance with county soil erosion control ordinance.

Section 6. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs. Declarant may erect entry signs and sales and information signs.

Section 7. Vehicles. The term "vehicles" as used herein shall include, by way of illustration and not limitation, motorcycles, minibikes, scooters, go-carts, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets within the Development is prohibited. Lot Owners' visitors may temporarily park on the street, but no overnight parking for such is permitted herewith. No inoperable, junk or abandoned cars shall be allowed on the property.

Section 8. Recreational Vehicle and Trailers. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days in any thirty (30) day period. Boats, boat trailers, motor homes, recreational vehicles and campers shall be permitted, but only if stored inside the garage or in the rear of each unit and are concealed from view by neighboring residences and streets.

Section 9. Occupancy of Houses. All houses constructed on Lots in the Development must be finished before they can be occupied. The entire yard must be planted with grass or other suitable ground cover, and the driveway must be paved with concrete. The front yard must be sodded with Bermuda, Zoysia or Fescue.

Section 10. Material of Front and Sides of Dwelling. The front and each side other than the rear facing side of every dwelling shall be veneered with brick, partial brick, natural stone, concrete siding, cedar shake or stucco. All other sides of a dwelling shall be constructed using fiber-cement siding or like material.

Section 11. Square Footage Requirements. All homes must meet the following "heated" square footage exclusive of any space in garage, porches and finished basements:

- (a) Single-story or ranch homes: 1,800 square feet;
- (b) One and one-half story: 1,800 square feet;
- (c) Two-story homes: 2,000 square feet;

Section 12. Garages. All garages are to be enclosed with roll-up type doors. All garages must be no less than two (2) car in size. Unattached garages are permissible as long as such garage is constructed in the same architectural style, with the same colors as the dwelling on the Lot. An unattached garage which meets the above specifications may face the front of the Lot. All garage doors must be kept closed unless in use.

Section 13. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs, which are household pets, shall at all times, when outside, be on a leash or within an allowable fence.

Section 14. Fences and Outbuildings. No fence or fencing type barrier shall be allowed closer to the street than the rear of the residence located on the lot. No plywood or other materials not suitable for permanent exterior fencing shall be placed on any lot.

No shed, tool storage area, workshop or outbuilding for storage of yard implements shall be placed upon the property unless concealed by hedges, lattice work or screening (which screening may be the dwelling itself). No shed, tool storage area, workshop or outbuilding shall be made of metal. Any such shed, tool storage area, workshop or outbuilding shall be constructed in the same architectural style using similar colors as the main dwelling on the Lot.

Section 15. Antennae. No exterior television or radio antenna, satellite dish or receiver shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, unless the following criteria are met: the device must be either: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any

permitted antenna on the rear of the dwelling unless such installation (i) imposes unreasonable delay or prevents the use of antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained. If said antenna is not located in the back yard the owner shall plant shrubbery or build a privacy screen around the antenna so that said dish is not visible from any roadway unless such installation (i) imposes unreasonable delay or prevents the use of the antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

Section 16. Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, play equipment, trampolines, etc., swimming pool pumps, filters and related equipment and other items shall be located or screened so as to be concealed from view of neighboring streets and property. No aboveground swimming pools will be allowed and trampolines shall not be visible from the street. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to Declarant or any builder in the process of constructing an approved structure on any Lot.

Section 17. Firearms. The discharge of firearms in the Development is prohibited. The term "firearms" includes "B-B" guns, pellet guns and guns of all types.

Section 18. Monuments, Statues, Birdbaths, Etc. No monuments, statues, birdbaths or decorative structures including freestanding flagpoles, shall be erected or placed in the front of any dwelling without the written approval of the Board of Directors. No permanent seasonal items, i.e. Christmas Lights shall be allowed to remain permanently affixed to structures or property. All seasonal items must be removed in a reasonable amount of time after passage of relevant holiday.

Section 19. Sidewalks. It shall be the responsibility of each Owner/Builder of a dwelling on a Lot to construct across the front of each Lot a sidewalk matching the type, set-back, width, slope, terrain, etc. of the sidewalk on the adjoining property. Owner/Builder of corner lots shall construct sidewalks with the above-listed requirements across both the front and side of Lot. Once the sidewalks have been constructed, the maintenance of same shall be the responsibility of the Homeowners Association. Said maintenance may be included in the yearly budget or by special assessment, as determined by the Board of Directors.

Section 20. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or

serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be used except those devices used exclusively for security purposes or required by law.

Article VI

Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and other property, which the Association is obligated to maintain.

Section 2. Individual Insurance. Each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. If reasonably available, the casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times, and Owners shall provide a certificate of such required insurance to the Board of Directors, upon request. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner and the Mortgagee of such Owner.

Article VII

Easements

Section 1. Easements for Use and Enjoyment.

- (a) Every Owner of a Lot shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to his Lot.
- (b) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property to the members of his family, his tenants and guests. An Owner shall be deemed to have made a delegate of all these rights to the occupants of the Owner's Lot, if leased.

Section 2. Easements for Utilities. There is reserved to the Declarant, Approved Builders, and the Association blanket easements upon, across, above and under all property within the Subdivision for access, ingress, egress, installation, repairing, replacing, and maintaining (a) all utilities serving the Subdivision or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, (b) water runoff and storm drainage systems, and (c) any other services such as, but not limited to, a master television antenna system, cable television system or security system which may be installed to serve the Subdivision. It shall be expressly permissible for the Declarant, the Association, or the designee of either, to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or Board, as applicable, shall have the right to grant such easement.

Section 3. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article VIII, Section 2, and article IV, Section 2, the Board shall have the right, but not the obligation, to enter upon any property within the Subdivision for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The Board shall have the right to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard if an Owner or occupant does not cure the condition after request by the Board.

Section 4. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Subdivision determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article IV, including, without limitation, an easement over Lots on which entry features for the Subdivision are located for maintenance of the entry features and an easement over Lots on which detention ponds exist for the maintenance of the detention ponds. This maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and the Person causing the damage at its sole expense shall repair damage.

Article VIII

General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with this Declaration, the Bylaws, the rules and regulations, as they may be lawfully amended or modified from time to time, and with any deed restrictions. The Board may set and impose fines or other sanctions for any violation of these protective covenants. These fines shall be collected as provided for in the collection of assessments under Article III herein and shall become liens against the property in accordance with said article. Failure to

comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action for damages or injunctive relief, or both, maintained by the Board of Directors, on behalf of the Association, or by an aggrieved Owner in a proper case. Failure by the Association or any Owner to enforce any of the foregoing provisions shall not be a waiver of the right to enforce those provisions in the future.

Section 2. Right of Abatement. Except where different notice provisions are provided in Article IV, Section II, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right to Abatement. If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

The Right of Abatement as used in this Section and in Article IV, Section II hereof, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or 10%, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Article III hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Article III hereof and (iii) all deeds to secure debt given to secure loan proceeds of which are used (1) to purchase a lot or lots (together with any and all structures which may from time to time be placed or located thereon) and (2) to finance any construction, repair or alteration of structures.

Section 3. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to owners in the normal course of development and sale] or any Owner, their respective legal representatives, heirs, successors,

and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one (51%) percent of the persons owning plots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all owners affected by the other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by this Declaration may be extended and renewed as provided in this Paragraph.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Lot Owner consents to the amendment in writing. Further, until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely the substantive rights of any Lot Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least sixty-seven (67%) percent of the total Association vote, plus the consent of the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to the Declarant or to any Approved Builder shall be amended without the Declarant's or Approved Builder's, prior written consent so long as the Declarant or Approved Builder, owns any property in the Subdivision primarily for development and/or sale.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Subdivision.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application 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. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions provided hereunder which will remain in full force and effect.

Section 8. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, Design Guidelines, and any amendments, so long as there is development and construction related to the initial sale of residences constructed on Lots, it shall be expressly permissible for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Subdivision as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's or any Approved Builder's development, construction, and sales activities related to property described on Exhibit A to the Declaration.

Section 9. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Article IX

Annexation

Declarant shall have the option and right, from time to time, without the necessity of consent by the Association, the Board or the Owners, to submit all or portions of any Additional Property to this Declaration, and thereby cause the Additional Property, or such portions thereof, to become part of the Property. Any property adjoining the Subdivision may be added as Additional Property.

[Signatures on the following Page]

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 18th day of November, 2022.

DECLARANT

Pleasant Hill Estates Investments, LLC,
a Georgia limited liability company...

By: [Signature] (Seal)

Name: Ryan Whitelaw

Title: Managing Member

Signed, sealed, and delivered
this 18th day of November, 2022.

[Signature]
Witness

[Signature]
Notary Public



EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in the 243rd District G.M., Barrow County, Georgia, being Tract 3 encompassing 8.338 acres and being more particularly described and delineated according to a plat and survey prepared by Rufus E. Owens, Inc., certified by Rufus E. Owens, Georgia Registered Surveyor No. 2093, dated October 7, 2002, entitled "Survey for Mark Little", said plat being of record in the Office of the Clerk of Superior Court for Barrow County, Georgia in Plat Book 54, page 135; which said plat and the recording thereof are by specific reference hereto incorporated herein for a more complete and detailed description.

TRACT 2:

All that tract or parcel of land, situate, lying and being in the 243rd District G.M., State of Georgia, County of Barrow, encompassing 25.000 acres and being more particularly described and delineated according to a plat and survey being of record in the Office of the Clerk of Superior Court of Barrow County, Georgia in Plat Book 33, page 195; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

TRACT 3:

All that tract or parcel of land lying and being in GMD 243, Barrow County, Georgia, records being Tract 4, containing 3.177 acres, as per plat of survey recorded in Plat Book 49, Page 236, Barrow County, Georgia records, which plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

EXHIBIT "B"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) **"Additional Property"** shall mean any additional property which may be added to the Property and made subject to the Declaration pursuant to Article X thereof.
- (b) **"Approved Builder"** shall mean any builders or developers which are designated as Approved Builders by the Declarant in writing. Approved Builders shall continue to be Approved Builders for so long as they own at least one Lot for the purpose of construction of a residence and resale of the Lot and residence.
- (c) **"Association"** shall mean Pleasant Hill Estates Homeowners Association, Inc., its successors and assigns.
- (d) **"Board of Directors"** or **"Board"** shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.
- (e) **"Bylaws"** shall refer to the Bylaws of Pleasant Hill Estates Homeowners Association, Inc and any amendments thereto.
- (f) **"Common Property"** shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located on the property, now or in the future owned by the Association.
- (g) **"Declarant"** shall mean and refer to Pleasant Hill Estates, LLC, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant" and for the purpose of development or sale, all or any portion of the real property described in Exhibit "A" hereto, and (ii) be designated as "Declarant" in the deed of transfer by which such successor-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Barrow County, Georgia, records.
In all events there shall be one "Declarant" at any one time; in no event shall more than one Person have the right to exercise the power and authority of "Declarant" at any one time.
- (h) **"Developer"**- shall mean Declarant, its successor or assign as provided in (g) above.
- (i) **"Lot"** shall mean any plot of land within the Subdivision whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the Barrow County, Georgia, records.

- (j) **"Majority"** means those eligible votes by Owners, or other group as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.
- (k) **"Mortgage"** means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (l) **"Mortgagee"** shall mean the holder of a Mortgage.
- (m) **"Owner"** shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Subdivision, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- (n) **"Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- (o) **"Subdivision"** shall mean and refer to that certain real property and interests therein described in Exhibit "A," attached hereto, and such additions thereto as may be made by the Association by Supplementary Declaration of other real property.
- (p) **"Subdivision-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. This determination, however, must be consistent with the Subdivision-Wide Standard originally established by the Declarant.
- (q) **"Supplementary Declaration"** means an amendment or supplement to the Declaration or imposes additional restrictions and obligations on the property or both.