

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.  
1990 MAY 15 AM 11:32  
GARY R. YATES, CLERK

STATE OF GEORGIA

COUNTY OF GWINNETT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR CHANDLER CREEK, UNIT I

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by  
CHANDLER CREEK ASSOC., INC., a Georgia corporation (hereinafter referred  
to as "Developer").

W I T N E S S E T H

WHEREAS, Developer is the owner of the subdivision known as  
CHANDLER CREEK, UNIT I and being a subdivision of all those certain lots,  
tracts or parcels of land situated, lying and being in Land Lots  
47 of the 7th District, - Section, Gwinnett County,  
Georgia, and being more fully delineated by a plat prepared by  
McNally & Patrick, Georgia Registered Land Surveyors, dated 5/9/90,  
1990 and recorded in Plat Book 51, Page 46, Records of Gwinnett County,  
Georgia and on a plat prepared by McNALLY & PATRICK, Georgia Registered  
Land Surveyors dated 5-14-90, 1990 and recorded in Plat Book \_\_\_\_\_,  
Page \_\_\_\_\_, Records of Gwinnett County, Georgia.

WHEREAS, Developer desires to provide for the preservation and  
enhancement of the property values in CHANDLER CREEK Subdivision, and to  
this end desires to subject the Property to the Covenants, conditions,  
restrictions and easements hereinafter set forth, each and all of which are  
for the benefit of the Property; and

NOW, THEREFORE, Developer declares that the real property described  
above is and shall be held, transferred, sold, mortgaged, conveyed, leased,  
occupied and used subject to the covenants, conditions, restrictions and  
easements hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1: "Architectural Control Committee" shall mean and refer  
to CHANDLER CREEK ASSOC., INC. or such other entity or individual as Developer  
may appoint, until all lots in CHANDLER CREEK Subdivision have been  
fully developed and permanent improvements constructed thereon and sold to  
permanent residents. Thereafter, the Architectural Control Committee shall  
be appointed by a majority vote of the Owners; or, if the Owners form an  
association, pursuant to the by-laws of the association.

Section 2. "Declaration" shall mean the covenants, conditions,  
restrictions and easements and all other provisions herein set forth in this  
entire document, as may from time to time be amended.

Section 3. "Developer" shall mean and refer to CHANDLER CREEK  
ASSOC., INC. a  
Georgia corporation, or any successor in title or any successor in interest  
to CHANDLER CREEK ASSOC. to all or any portion of the Property then subject to  
this Declaration, provided it is stated in the instrument of conveyance to  
any such successor in title or interest that such successor succeeds to  
CHANDLER CREEK ASSOC. as Developer.

Section 4. "Lot" shall mean and refer to residential lots subject  
to the within covenants, conditions, restrictions and easements by the  
Developer in CHANDLER CREEK Subdivision.

Section 5. "Owner" shall mean and refer to the record owner,  
whether one or more persons, of the fee simple title to any lot which is part  
of the Property, but excluding those having such interest merely as security  
for the performance of an obligation.

McNally & Patrick, Inc.  
1505 Hwy 29 S  
Lawrenceville, GA. 30245

30434

Section 6. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 7. "Property" shall mean and refer to that certain real property described on the plat hereinabove referenced.

Section 8. "Structure" shall mean and refer to:

(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 limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fillditch, diversion dam or thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section applies to such change.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee.

(a) The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in accordance with the standards determined by the Architectural Control Committee. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any Lot.

(b) To preserve the architectural appearance of the neighborhood, no construction or placement of improvements of any nature whatsoever shall be commenced or maintained by any owner, his family, tenants, visitors, guests, servants, and agents with respect to the exterior of any house or with respect to any other portion of any lot or other parcel of land, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the neighborhood. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be approved by default.

ARTICLE III  
EASEMENTS

Section 1. Easement for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer for so long as Developer owns any Lot primarily for the purpose of sale:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antennae, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For the use of any sales offices, model units and parking spaces in connection with its efforts to market Lots; and

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonable required, convenient or incidental to the completion, improvement and sale of the Lots.

ARTICLE IV  
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in CHANDLER CREEK Subdivision from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes in CHANDLER CREEK Subdivision.

Section 2. Debris. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

Section 3. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property.

Section 4. Signs.

(a) No signs whatsoever shall be installed, altered or maintained on any Lot, or any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than six (6) square feet in area; and

(iii) directional signs for vehicular or pedestrian safety;

(iv) entry signs used to identify subdivision, marketing signs used to advertise subdivision by Developer and in conjunction therewith brochure holders.

(b) Following the consummation of the sale of any Lot, the sign located thereon shall be removed immediately.

Section 5. Fences. No chain link or cyclone fences may be placed on the Property.

Section 6. Recreational Vehicles, Trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment must be parked in extreme rear of property and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 7. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot, without the approval of the Architectural Control Committee.

Section 8. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage; a garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting except as may be approved by the Architectural Control Committee. Any such accessory structure must be approved, in advance, in writing by the Architectural Control Committee.

Section 9. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in CHANDLER CREEK Subdivision shall be under taken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Concrete block or cinder block used as a building material for any dwelling or accessory structure constructed or placed on any Lot must be covered by a stucco like material, or other appropriate siding so that the concrete block or cinder block is not visible except at the base of the dwelling or structure not more than eighteen inches from the ground on which the dwelling or structure sits.

(c) Only one mailbox shall be located on any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.

(f) Adequate off-street parking shall be provided for each Lot.

(g) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.

(h) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

(i) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) shall contain not less than One Thousand Three Hundred (1,300) square feet, if single story; and One Thousand Five Hundred (1,500) square feet if two story, with Eight Hundred (800) square feet on the main level. No dwelling shall be constructed exceeding three stories in height, including basement, on any Lot.

(j) Exterior TV or radio receiving equipment shall not be permitted.

Section 10. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

Section 11. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective materials shall be used on any windows or sunscreens, blinds, shades or for any other purpose, nor shall any window mounted heating, air conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

ARTICLE V  
GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Architectural Control Committee, the Developer or any Owner shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations and easements now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

Section 5. Rights and Obligations. Each grantee of the Developer and Owners, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, privileges of every character hereby imposed shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith,

(b) if such 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 such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or

(d) if such amendment is necessary to enable any governmental agency, such as the Federal Housing Administration, the Veterans Administration, or a reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy five per cent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot

affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

(e) Notwithstanding any provision to the contrary herein, so long as the Developer owns a Lot, this Declaration may not be amended without the approval of the Federal Housing Administration and the Veteran's Administration.

IN WITNESS WHEREOF, CHANDLER CREEK ASSOC., INC. has caused this Declaration to be executed in its name and by its duly authorized officers and its seal affixed on the day and year first above written.

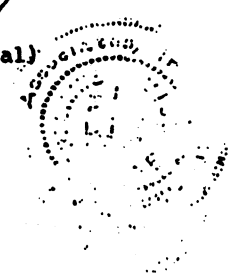
"DEVELOPER"

CHANDLER CREEK ASSOC., INC.

By: Burgess Baird, Jr.  
Burgess Baird, Jr.

Attest: Secretary  
Secretary

(Corporate Seal)



Signed, sealed and delivered  
in the presence of:

Bruce Crane  
Witness

Karen Carter  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires March 14, 1971.

