FILED IN OFFICE CLERK OF SUPERIOR/STATE/JUVENILE

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COWETA LOURI WEATMINISTER VILLAGE JOAN G. GRIFFIES, CLERK DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASE-MENTS

THIS DECLARATION, made this 12th day of May 1997, by REESE BUILDERS AND DEVELOPERS. INC., a Georgia corporation (hereinafter "Developer"):

#### WITNESSETH:

WHEREAS. Developer is the owner of certain real property lying in Land Lots 106 & 119 in the 6th District of Coweta County, Georgia, which real property is more particularly described as WESTMINISTER VILLAGE and; other property described on Exhibit "A";

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in WESTMINISTER VILLAGE Subdivision and for the maintenance of the property and improvements thereon, and to this end desires to subject the real property described as "WESTMINISTER VILLAGE" to the covenants, conditions, restrictions, easements, charges and liens herinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW THEREFORE, Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, mortgaged, conveyed, leased occupied and use subject to the covenents, conditions, restrictions, easements, charges and liens hereinafter set forth.

#### ARTICLE I DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to REESE BUILDERS AND DEVELOPERS, INC. or such other individual(s) or entity(ies) as Developer may appoint, until all lots in WESTMINISTER VILLAGE shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents.

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.

"Developer" shall mean and refer to REESE Section 3. BUILDERS AND DEVELOPERS, INC. a Georgia corporation, or any successor in title or any successor in interest to REESE BUILDERS AND DEVELOPERS, INC. to all or any portion of the Property then subject to this Declaration, provided that in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated

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as the Developer hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 4. <u>"Lot"</u> shall mean and refer to all lots as shown upon the Plat.

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

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. <u>"Plat"</u> shall mean and refer to that certain final plat of the Property to be recorded in the Office of the Clerk of Superior Court of Coweta County, Georgia by Developer.

Section 8. <u>"Property"</u> shall mean and refer to that certain real property described as WESTMINISTER VILLAGE.

"Structure" shall mean and refer to : (i) Section 9. 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: (ii) any excavation, grading, fill ditch, diversion dam, or other 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 (iii) any change in grade at any point on a Lot of more than six (6) inches.

### ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

Section 1. <u>Purpose</u>, <u>Powers and Duties of the</u> <u>Architectural Control Committee</u>. 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

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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 for any Structure on any Lot.

#### ARTICLE III EASEMENTS

Section 1. <u>Easements for Developer</u>. 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 antenna, television cables and other utilities;

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

(c) For the installation, construction and maintenance of stormwater drains, public and private sewers, and for any other public and quasipublic utility facility;

(d) No owner may obstruct or rechannel the drainage flows after installation of drainage swales, storm sewers or utility easements. As to any lot on which a storm drain is located, an easement is reserved to the County authorities for the purpose of repairing or maintaining said storm drain. The right is also reserved by REESE BUILDERS AND DEVELOPERS, INC. to prepare sloping banks, cut or fill, not to exceed three to one slope, on all streets, roads, or drainage areas.

(e) For any sales offices, model units and parking

spaces in connection with its efforts to market Lots.

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

(g) Developer shall have the right to transfer any easements he has to the Owners at any future date.

Section 2. <u>Easement for Homeowners</u>. Every homeowner has a right and easement to all common areas in the subdivision, if any, which right is appurtenant to the title of the lot.

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### 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. <u>Residential Use</u>. All lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in WESTMINISTER VILLAGE 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 in WESTMINISTER VILLAGE Subdivision.

Section 2. <u>Nuisances</u>. (a) No unlawful, noxious or offensive activities shall be carried on in any Lot. nor shall anything be done therein or thereon which constitutes a nuisance, causes unreasonable noise or disturbances to others or unreasonably interfers with other Owners' use of their Lots.

(b) 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. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for the security purposes, shall be located, used or placed on the Property or any portion thereof.

Section 3. <u>Resubdivision of Property</u>. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Developer for such split, division or subdivision.

Section 4. <u>Erosion Control</u>. No activity which may create erosion or siltation problems, shall be undertaken on any Lot without the prior written approval of the Developer. The Developer may require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the runoff and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping.

Section 5. <u>Temporary Buildings</u>. No temporary building, trailer, garage or building under construction

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shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes approved by the Developer. A contractor or builder may erect or place on any Lot a temporary building, shed or trailer for use in connection with construction on such Lot without prior written consent of the Developer.

Section 6. <u>Signs.</u> (a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Developer's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except: (i) such signs as may be required by legal proceeding; (ii) not more than one "For Sale" or "For Rent" sign, provided that in no event shall any such sign be larger than nine square feet in area; (iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Developer.

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

Section 7. <u>Setbacks</u>. In approving plans and specifications for any proposed Structure, the Developer may establish setback requirements for the location of such Structure which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 8. <u>Clothesline</u>. No outside clothesline shall be placed on any Lot.

Section 9. <u>Mobile Homes, Recreational Vehicles and</u> <u>Trailers.</u> No mobile home, trailer, trailer house, or recreational vehicle other than a boat shall be parked on any Lot, except within enclosures or behind screening. Nothing contained herein shall prohibit the use of portable or temporary building or trailers as field offices by contractors during actual construction.

Section 10. Accessory Structures. Subject to the reasonable approval of the Architectural Control Committee, 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

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attached to a dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning laws. Without in any way limiting the forgoing provision, and as a basic guide for homeowners, the swimming pool that will be allowed is as follows, to wit: an inground swimming pool will be the only type of swimming pool permitted.

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Section 11. <u>Improvement of Lots</u>. All construction of dwellings, accessory structures and all other improvements in WESTMINISTER VILLAGE shall be undertaken 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) No exposed above-ground tanks for the storage of fuel of water or any other substance shall be located on any Lot other than apparatus relating to solar energy.

(c) 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, nor shall any 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.

(d) Adequate off-street parking shall be provided for each Lot. Vehicles of residents shall not be routinely parked on subdivision streets, nor shall vehicles be routinely parked on any portion of a Lot other than a paved driveway or a garage.

(e) 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 made within thirty (30) days after completion of such construction.

(f) The enclosed, heated living area (exclusive of garage, carports, porches, terraces, bulk-storage and basement) shall contain not less than 1600 square feet in any dwelling. No dwelling shall be constructed exceeding two stories in height above ground on any Lot, and three stories in height including a basement on any Lot.

(g) Exterior TV or radio receiving equipment shall not be permitted, unless same is not visible from the street in front of a residence.

Section 12. <u>Fences</u>. No fence or wall of any kind shall be erected or maintained on the front of any Lot. Front meaning not to exceed back corners of residence. The type of fencing which is desirable is as follows, to wit: (a) All fencing to be erected in the back yard must have the side

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facing the street be of decorative nature constructed of wood, PVC, wrought iron or brick.; (b) All fencing to be erected in the side or back of the back yard shall be so painted as to blend in with the natural landscaping of the lot. Painted chain link fencing is permissible in these areas.

Section 13. <u>Animals</u>. 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 14. No exterior construction. alteration, or addition to a structure of any nature whatsoever, including fences, playhouses, tree houses, or dog houses, shall be made unless or until the plans are approved by the Architectural Control Committee.

Section 15. The removal of any living tree must be approved by the Architectural Control Committee.

#### ARTICLE V HOMEOWNERS ASSOCIATION

The Homeowners Association in the form of a non-profit, Georgia Corporation shall be established and every owner in the subdivision shall be a member thereof, and each such member shall be empowered to enforce these covenants. The developer shall retain control of the corporation until such time as its weighted vote no longer exists.

The title to all common areas within the subdivision, if any shall be conveyed to the Homeowners Association, and the corporation shall thereafter assume all responsibility therefor. Said common areas are not to be mortgaged or conveyed without the consent of at least two-thirds (2/3) of lot owners (excluding the developer). In the event ingress or egress to any residence is through a common area, any conveyance or encumbrance of such area is subject to said lot owner's easement rights.

The Homeowners Association shall have the power and duty to access dues to all lot owners. The lien of any assessment will at all times be subordinate to the lien of any first mortgage, and mortgage holders are not required to collect assessments of the Association. Furthermore, the failure of lot owner to pay assessments will not constitute a default under any insured mortgage.

Declarants' weighted vote in the Homeowners Association shall ease and convert to the same status as other lot owners upon the earlier of the following:

(a) Seventy-five percent (75%) of all lots are deeded to homeowners.

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### (b) On July 1, 2003 (reasonable estimated time to market seventy-five percent (75%) of the lots).

Developer, or it's designee, may extend an option to the owners in adjoining Tyler Woods subdivision to become members of the Westminister Village Homeowners Association, and such membership will be on the same basis and conditions as set forth in these covenants.

#### ARTICLE VI GENERAL PROVISIONS

Section 1. <u>Enforcement.</u> (a) The Developer, or any Owner, shall have the right to enforce. by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or by any Owner 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 Developer 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, condition, or covenant 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 Developer, 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. <u>Severability</u>. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word of the application thereof in any circumstance, is held invalid, the validity 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. <u>Headings</u>. 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. <u>Duration</u>. The covenants and restrictions of this Declaration shall run with and bind the land for a

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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-third (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 instruments is filed of record in the appropriate county.

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Section 5. <u>Rights and Obligations</u>. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants. reservations, liens and charges, and the jurisdictions, rights and powers created or reserved by this Declaration. All rights, benefits and 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.

Creation of the Lien and Personal Section 6. Obligation of Owner. (a) Each Owner of a Lot, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to reimburse the Developer in enforcing against such Owner any restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights and powers created or reserved by the Declaration. Such costs or expenses, together with interest thereon at twelve (12%) percent per annum and costs of collection thereof, as hereinafter provided, including reasonable attorneys' fees, shall be a charge and a continuing lien upon the Lot against which such costs or expenses are incurred. Such costs or expenses, together with interest thereon at twelve (12%) percent per annum costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the costs or expenses were incurred. This personal obligation shall not pass to his successors in title unless expressly assumed by them.

(b) In such case, the Developer may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, an interest costs and reasonable attorneys' fees of any Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Developer, or its agents, the right and power to bring all actions against such Owner personally for the collection of such costs or expenses as a debt and to enforce the aforesaid

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lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Developer in a like manner as a mortgage foreclosure of said lien. The lien provided for in this Section shall be in favor of the Developer and shall be for the benefit of all other Owners. The Developer, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 7. <u>Notices</u>. Notices provided for in the Declaration shall be in writing and shall be addressed to any Owner at the Lot or such deemed delivered upon mailing by United States registered or certified mail or when delivered in person.

Amendment. This Declaration may be Section 8. amended unilaterally at any time and from time to time by Developer (i) 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, (ii) 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, (iii) 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 or 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 (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or 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 percent (75%) of the Owners of Lots; provided however such amendment by the Owners shall not be effective unless also signed by the Developer, if Developer's weighted vote is still outstanding. No Amendment to the provision of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the hold of any mortgage encumbering any Lot 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.

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Section 9. <u>Miscellaneous</u>. Annexation of additional properties, dedication of common areas, and amendment of this declaration of covenants, conditions, restrictions, and easements requires HUB/VA prior approval as long as Developer's weighted vote is outstanding.

IN WITNESS WHEREOF, REESE BUILDERS AND DEVELOPERS, INC. has caused his Declaration to be executed in its name by its duly authorized officers and its seal affixed on the day and year first above written.

Thomas D. Reese. President REESE BUILDERS AND DEVELOPERS, INC

INUE West Witness



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EXHIBIT



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EXHIBIT A



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EXHIBIT A



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