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DECLARATION OF PROTECTIVE COVENANTS

FOR

R13

BAY CREEK SUBDIVISION

RIVERBROOKE PROPERTIES

Ret:

Developer
 820 Brogdon Road
 Suwanee, Georgia 30024

(770) 271-8598

DECLARATION OF PROTECTIVE COVENANTS

FOR

BAY CREEK

THIS DECLARATION is made on the date set forth below by Riverbrooke Properties, ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration to create a residential community of single-family housing;

NOW, THEREFORE, Declarant declares that, the real property described in Exhibit "A" 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 subject to the covenants, conditions, restrictions, and easements, set 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 the 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 the 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.

Article I.

Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended by the Declarant. From time to time, the Declarant, without consent of the Owners, may adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and occupants of Lots. Notwithstanding the above, until such time as one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale, no rules and regulations which

affect the Declarant or Approved Builders may be adopted, modified, or deleted without the written consent of the affected Declarant, or Approved Builder.

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the community; (c) the business activity conforms to all zoning requirements for the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined by the Declarant.

Section 3. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Declarant. Notwithstanding the foregoing, one (1) "For Sale" or "For Rent" sign consistent with the Community-Wide Standard may be erected upon a Lot.

Section 4. Vehicles. The term "vehicles," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage.

No vehicle may be left upon any portion of the community, except in a garage or other area designated by the Declarant, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the unlicensed or inoperable vehicle shall be considered a nuisance and may be removed from the Community. No boat, trailer, recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior shall be temporarily kept or stored in the Community for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the Declarant; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

However, moving vans, service or delivery vehicles may be parked in the Community for such period of time as is reasonably necessary to provide each service.

Section 5. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Declarant by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, use restrictions, and rules and regulations of the community and shall also obligate the tenant to comply with these documents.

Section 6. Occupants Bound. All provisions of the Declaration, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provided for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guests, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, and any rules and regulations adopted by the Declarant.

Section 7. 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, as determined by the Declarant. However, those pets which are permitted to roam free, or in the sole discretion of the Declarant, endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants or to the owner of any property located adjacent to the Community may be removed by the Declarant. In addition, the Declarant by rule or regulation shall have the power to limit the number and types of pets which may be kept on a Lot. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside, be on a leash held by a responsible person or otherwise confined in a manner acceptable to the Declarant. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. 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 Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a 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 discharge 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 Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious.

dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device which causes it to automatically shut off within fifteen (15) minutes.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on Lots.

Section 10. Antennas. No exterior antennas, aerials, satellite dishes, or the apparatus for transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant. No such apparatus shall be approved by the Declarant if it would be visible from any street within the Community or from a street providing access to or running along the boundary of the Community.

Section 11. Tree Removal. No trees having a diameter of six (6) inches or more and a height of more than eight (8) feet above the ground shall be removed without the express consent of the Declarant, except for (a) diseased or dead tree; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; and (c) trees within ten (10) feet of the residence, driveway, or walkways constructed or to be constructed on the Lot.

Section 12. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or occupant of a lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

Section 13. Sight Distance at Intersections. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 14. Clotheslines, Garbage Cans, Woodpiles, Basketball Equipment, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, and the street on which the Lot (on which the item is located) fronts. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Basketball hoops and goals shall not be attached to the exterior portion of any house, garage or other building structure constructed on a Lot or placed on any other portion of the Lot except as provided below. Notwithstanding the above, free standing basketball poles, goals and

backboards may be erected immediately adjacent to the driveway on a Lot provided that they are set back at least twenty-five (25) feet from the front of the Lot, the poles are metal and painted black or such other color as is approved by the Declarant and the goal and backboard are manufactured and not home-made.

Section 15. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Declarant or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 16. Firearms. The use or discharge of firearms outside of residences within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 17. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Declarant. The Declarant may issue guidelines detailing acceptable fence styles or specifications.

Section 18. Air Conditioning Units. Except as may be permitted by the Declarant, no window air conditioning units may be installed. Condensing units for air conditioners shall only be located in the rear or along the side of a residence constructed upon a Lot.

Section 19. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Declarant.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, foundations, flags, and similar items must be approved by the Declarant.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, and approved by the Declarant.

Section 22. Above Ground Swimming Pools. Above ground swimming pools shall not be erected, constructed, or installed on any Lot.

Section 23. Standard Mailboxes. All residences in the Community shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Declarant.

Section 24. Abandoned Personal Property. Personal property is strictly prohibited from being stored, kept, or allowed to remain for a period of more than

twenty-four (24) hours upon any portion of the rights-of-way located within the Community. If the Declarant or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the rights-of-way located within the Community in violation of this Section, then the Declarant may remove and either discard or store the personal property in a location which the Declarant may determine. If personal property is removed in accordance with this Section, neither the Declarant nor any officer or agent of the Declarant shall be liable to any Person for any claim of damage resulting from the removal activity.

Article II. Architectural Standards

Section I. Architectural Control. No exterior construction, addition, erection, or alteration shall be made upon any part of the Community unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by Declarant. Until one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant shall have the sole right to make all approvals. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. After one hundred (100%) percent of the Community has been conveyed to purchasers, Declarant's rights shall automatically expire.

In the event that the Declarant fails to approve or to disapprove any application within forty-five (45) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines of the Community.

The Declarant shall be the only judge of the plans with regard to the requirements of this Article and may withhold approval for any reason, including purely aesthetic considerations. The Declarant shall be entitled to stop any construction in violation of these restrictions. The Declarant or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

Section 2. Disclaimer. The Declarant does not warrant or represent, that its decisions under this Article constitute, and its decisions shall not be interpreted as constituting, an approval as to compliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, nor that its decisions under this Article reflect upon the structural integrity of any proposed alteration or improvement.

Section 3. No Waiver. The approval of the Declarant of any proposals, plans and specifications, or drawings, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings, or other matters later submitted for approval or consent.

Section 4. Variances.

- (a) The Declarant may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) prevent the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.
- (b) The architectural standards and their enforcement may vary from time to time. These variances shall not constitute a waiver by the Declarant of the right to adopt and enforce architectural standards under this Article. No decision by the Declarant shall constitute a binding precedent with respect to subsequent decisions of the Declarant.

Section 5. Special Requirements. Plans and specifications will not be approved unless the residence to be erected on the Lot complies with the minimum zoning requirements and special conditions of Forsyth County Department of Planning and Development classification for the Lot on the day building permits are purchased.

Article III.

General Provisions

Section 1. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Declarant 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 the 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 ten (10) years, with the signed written consent of at least two-thirds (2/3) of the record Owners and an attorney's affidavit confirming ownership of the lots or such lesser requirement as provided in O.C.G.A. 44-3-60. A written instrument reflecting approval must be recorded within the year

immediately preceding the beginning of a ten (10) 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 acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this paragraph.

Section 2. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant with the consent of the holder of the Existing First Mortgage (so long as the Existing First Mortgage remains in effect) (a) if an amendment is necessary to bring any provision into compliance with any 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 Loan 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.

Section 3. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, 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 Community as Declarant or any Approved Builder may deem necessary, such facilities and activities as in the sole opinion of Declarant or any Approved Builder 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, including, but without limitation the following:

- (a) the right to access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community;
- (b) the right to tie into any portion of the Community with driveways, parking areas and walkways;
- (c) the right to tie into and /or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and /or over the Community;
- (d) the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices.

signs, construction trailers, residences, model residences, and sales offices. Declarant and any Approved Builder may use residences, offices, or other buildings owned or leased by Declarant or an Approved Builder as model residences and sales offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section shall not be amended without the Declarant's express written consent so long as the Declarant or an Approved Builder owns any property in the Community, or which is subject to annexation to the Community, primarily for development and /or sale.

Section 4. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the rules and regulations, and the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. Declarant may impose fines or other sanctions, which shall constitute a lien against the subject property. Failure to comply with the Declaration, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, on behalf of the Community, or, in a proper case, by an aggrieved Owner. Failure by the Declarant or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 20th day of September, 2002.

RIVERBROOKE PROPERTIES

By: Emmett Major J.

Title: DEVELOPER / DECLARANT

Signed, sealed, and delivered
This 20 day of September
2002, in the presence of:

WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires June 21, 2005

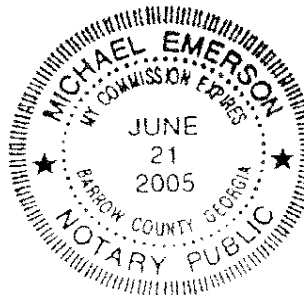


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 1118, 1151 and 1152 of the 14th District, 1st Section, of Forsyth County, Georgia and being more particularly described as follows:

BEGINNING at the land lot corner common to Land Lots 1118, 1119, 1150 and 1151 and running thence South 88 degrees 29 minutes 00 seconds East a distance of 1110.18 +/- feet to an iron pin set; thence South 88 degrees 29 minutes 00 seconds East a distance of 40.11 feet to a point on the centerline of Waldrip Road; thence along the centerline of Waldrip Road the following courses and distances: South 01 degrees 42 minutes 00 seconds East 47.10 feet; South 01 degrees 16 minutes 00 seconds West 300.00 feet; South 01 degrees 04 minutes 16 seconds East 300.14 feet; thence leaving said centerline and running North 69 degrees 28 minutes 00 seconds West a distance of 43.66 feet to an iron pin set; thence North 69 degrees 28 minutes 00 seconds West a distance of 84.32 feet to a point; thence generally following an old road bed the following courses and distances: thence South 27 degrees 20 minutes 00 seconds West 163.25 feet; thence South 38 degrees 45 minutes 00 seconds West 100.00 feet; thence South 52 degrees 39 minutes 00 seconds West 100.00 feet; thence South 60 degrees 30 minutes 00 seconds West 180.00 feet; thence South 36 degrees 58 minutes 00 seconds West 75.00 feet; thence South 08 degrees 30 minutes 00 seconds West 100.00 feet; thence South 05 degrees 09 minutes 00 seconds East 100.00 feet; thence South 19 degrees 37 minutes 00 seconds East 80.00 feet; thence South 53 degrees 31 minutes 00 seconds East 80.00 feet; thence South 79 degrees 05 minutes 00 seconds East 100.00 feet; thence South 84 degrees 48 minutes 00 seconds East 145.00 feet; thence South 49 degrees 46 minutes 00 seconds East 65.00 feet; thence South 16 degrees 27 minutes 00 seconds East 80.00 feet; thence South 09 degrees 11 minutes 00 seconds East 100.00 feet; thence South 07 degrees 38 minutes 00 seconds East 185.00 feet; thence South 29 degrees 12 minutes 00 seconds East 75.00 feet; thence South 47 degrees 45 minutes 00 seconds East 75.00 feet; thence leaving the old road bed and running South 83 degrees 34 minutes 19 seconds West a distance of 229.08 feet to a 3/4 inch iron bar found; thence North 12 degrees 59 minutes 43 seconds West a distance of 87.33 feet to a one inch iron bar found; thence North 86 degrees 15 minutes 05 seconds West a distance of 359.36 feet to a one inch open top pipe found; thence South 12 degrees 56 minutes 54 seconds West a distance of 49.49 feet to 1/2 inch rebar found; thence South 37 degrees 29 minutes 57 seconds West a distance of 53.75 feet to a 1/2 inch rebar found; thence South 75 degrees 50 minutes 00 seconds West a distance of 100.07 feet to a 1/2 inch rebar found; thence South 89 degrees 27 minutes 12 seconds West 334.80 feet to a point on the land lot line dividing Land Lots 1117 and 1152 at a marked cluster of poplar trees; thence along said land lot line North 00 degrees 47 minutes 46 seconds West a distance of 649.20 feet to an iron pin set at the land lot corner common to Land Lots 1117, 1118, 1151 and 1152;