

STATE OF GEORGIA

COUNTY OF GWINNETT

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CHANDLER GROVE SUBDIVISION**

THIS DECLARATION, made this 2nd day of January, 1998, by CHANDLER GROVE, LLC, a Georgia corporation (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, Developer is the owner of the subdivision known as CHANDLER GROVE SUBDIVISION, and being a subdivision of all those certain lots, tracts, or parcels of land situated, lying and being in Land Lots 184 and 221 of the 7th District, Gwinnett County, Georgia, and being more fully delineated by a plat prepared by Precision Planning Inc., Georgia Registered Land Surveyors, date 2-27-97 and recorded in Plat Book 76, Page 92, Records of Gwinnett County, Georgia; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in Chandler Grove Subdivision, and for the maintenance of property and improvements thereon, and to this end desires to subject the property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Property; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in Chandler Grove Subdivision, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the common area and improvements thereon and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will cause to be incorporated under the laws of the State of Georgia the Chandler Grove Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising the aforesaid function.

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, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. Additional Property. “Additional Property” means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article X hereof. A portion of the Additional Property may be added to the Property at the time of the filing of this Declaration. A description of the Additional Property is set forth on Exhibit “A” attached hereto and made a part hereof.

Section 2. “Architectural Control Committee” shall mean and refer to Chandler Grove, LLC, or such other entity or individual as Developer may appoint, until all lots in Chandler Grove Subdivision have been fully developed and permanent improvements constructed thereon and sold to permanent residents or until such time as Developer records a written transfer of the powers of the Architectural Control Committee to another entity or to the Association, at which time the powers of the Architectural Control Committee shall be transferred to the entity or the Association as directed by Developer.

Section 3. “Association” shall mean and refer to Chandler Grove HOA, Inc, its successors and assigns.

Section 4. “Board” shall mean and refer to the Board of Directors of the Association.

Section 5. “Common Area” shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners, and any recreational area, entrance area or open area owned by the Developer, which Developer sets aside for the use and enjoyment of the Owners, whether such use and enjoyment is recreational or aesthetic, temporary or permanent.

Section 6. “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration and the By-Laws and Articles of Incorporation of the Association.

Section 7. “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 8. “Developer” shall mean and refer to Chandler Grove, LLC, a Georgia corporation, or any successor in title or any successor in interest to Chandler Grove, LLC,

to all of the Property the owned by Chandler Grove, LLC or, if it is provided in a written instrument that the successor in title or successor in interest to a portion of the Property is to assume the rights and obligations of Declarant, then to any such successor in title or any such successor in interest to any portion of the Property then subject to this Declaration.

Section 9. "Lot" shall mean and refer to residential lots, as well as any future lots subject to the within covenants, conditions, restrictions and easements by the Developer in Chandler Grove Subdivision or any expansion thereof by Developer.

Section 10. "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, and further excluding the builder of any Structure on any Lot who holds such title solely for resale upon the completion of such Structure.

Section 11. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 12. "Property" shall mean and refer to that certain real property described on the play hereinabove referenced.

Section 13. "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, 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.

(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 12 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. The Architectural Control Committee shall have the authority to institute reasonable procedures for the method requesting approval and to charge reasonable fees for the costs associated with approving plans and specifications.

(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 other lot or other parcel of land, including without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other 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.

(c) The Architectural Control Committee shall have the right to promulgate design standards setting forth more specific requirements than are set forth in this Declaration; provided, however, that the promulgation of design standards, or lack thereof, shall in no way waive the discretion of the Architectural Control Committee to approve or deny all plans and specifications.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and further is not intended to include the builder of any Structure on any Lot who holds the title to such Lot solely for resale upon completion of the Structure (hereinafter referred to as a "Builder"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights. The association shall have two classes of voting membership:

Class A: Initially, the Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If multiple owners of a lot cannot unanimously decide how to cast their vote then no vote may be cast regarding the ownership by that particular Lot.

Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events:

(a) The date on which seventy five percent (75%) of the Lots located on the Property and any Additional Property which has been added to this Declaration

have been sold to individuals who reside in dwellings located on said Lots. In the event the Class B membership has ceased pursuant to this provision, and the developer adds Additional Property which causes the number of Lots sold to individuals who reside in dwellings located on said Lots to be less than seventy five percent (75%) of the Lots located on the Property, and any Additional Property which has been added to the Declaration, then the Class B membership shall be revived, and the Class B member shall again have three (3) votes for each lot owned.

- (b) Ten (10) years from the date of this Declaration; or
- (c) When, in its discretion, the Developer so determines.

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area [including, without limitation, the right of pedestrian (but not vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes], which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.
- (b) the right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon, and, upon the assent of two-thirds of the Class A members and the Class B member, if any, to give as security a mortgage conveying all or any portion of the Common area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests and easements and privileges herein reserved or established for the benefit of the Developer, any Owner, or the holder of any mortgage, irrespective of when executed, given by the Developer.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds

(2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

(d) the easements reserved in Article VII of this Declaration.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right or use and enjoyment in and to the Common Area and the improvements thereon to the members of his family, his tenants, guests, and invitees, subject to such regulations and fees as may be established from time to time by the Association.

Section 3. Title to Common Area. Title to the Common Area will be conveyed to the Association by the Developer, after all lots placed for sale by the Developer have been sold or at such time shall the association have the right to control said property subject to the terms herein. The Association shall be obligated to accept title to all property to be designated by the Developer as Common Area at such time as Developer may elect. Developer is not required, and does not intend, to convey to the Association Common Area which has only been used as Common Area on temporary basis, as designated by the Developer. This provision is intended to allow without creating any obligation on Developer's part to convey said areas to the Association. Developer shall, however, convey any area designated on the recorded plat as Recreation Area or Amenities Area at such time as Developer no longer owns a Lot or at such earlier time as Developer may desire.

Section 4. No Partition. There shall be no judicial partitioning of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments,

together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees actually incurred, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and 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 assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, peace and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitation the maintenance and repair of the Common Area and any entrance areas or other areas within the Property and improvements thereon, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. The initial assessment shall be in the amount of \$300.00 per year, with the Owner's first assessment to be paid upon the closing of the purchase and sale of the Owner's lot, or such other time thereafter as may be set by the Developer. The assessment shall remain in the amount of \$300.00 per year until such time as the Developer turns control of the Association over to the Owners by the recording of a written document evidencing the Developer's intent to relinquish control of the Association, or until such time as the Developer calls a meeting for the purpose of changing the annual assessment in the manner set forth below, except that the assessment may be increased by not more than five percent (5%) per year, from the previous year, by the Board, without a vote of the membership. Thereafter, it shall be the duty of the Board at least thirty (30) days prior to the Association's first annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association.

At such time as the assessment is to be changed from the initial assessment amount, the budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by

either (I) Developer, so long as there is a Class B member, or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting, a quorum (as set forth in the By-Laws of the Association) being present. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and the annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall have the assent of a majority of the votes of the members of each class voting in person or by proxy at a meeting duly called for such purpose, and so long as such assessment applies to the appropriate category therefore.

Section 5. Notice for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots of Owners.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments to be paid by the Owners provided for herein shall commence as to each Lot on the date of closing of said Lot. Anything contained herein to the contrary notwithstanding, Developer, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessment for each Lot owned by Developer which contains an occupied residence; provided however, Developer shall not be responsible for assessments on Lots not containing an occupied residence. Developer shall, however, fund any deficit which may exist between assessments and the actual expenses for as long as there is a Class B member of the Association. A Builder shall not be obligated to pay assessments since a Builder is not an Owner. Developer's obligation to fund such deficit shall be cumulative of all years in which there is a Class B member, however, such that Developer shall have the right to make advances to fund such deficit or make loans to the Association to fund such deficit and Developer shall have the right to be repaid from dues or assessments received by the Association as funds become available in later years. Every Owner, by acceptance of a deed to a Lot, acknowledges that Developer's

obligation to fund deficits is conditioned upon Developer's right to recoup such funds at such time as the assessments received exceed the actual operating expenses of the Association. Developer shall, however, establish a capital reserve of not less than two percent (2%) of the assessments received, which shall be used only for capital improvements or turned over the Homeowners Association at such time as Developer relinquishes control of the association. The due dates shall be established by the Developer until there is no longer a Class B member and then by the Board. The association shall, upon demand, and for a reasonable charge not to exceed Ten Dollars (\$10), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance. If the Association fails to respond to any such request within ten (10) days after receipt of such request, any lien then outstanding shall be deemed to have been extinguished. All such requests shall be sent to the Association in the same manner as provided for notices in Section 6 hereof.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees actually incurred of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property. The lien provided for in this Section 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 purchase any lot at any sale and convey the same for the purpose of protecting its lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to the acceptance thereof by the Association, a deed in lieu of action on lien.

Section 9. Subordination of Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or

transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; and (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens except as set forth herein.

Section 11. Effect of Delinquency on Class A Members. Notwithstanding all of the foregoing rights of the Association, the Association shall have the further right to prohibit a delinquent Class A member, such delinquency being as herein defined, from using in any manner the swimming pool, tennis courts and related facilities.

ARTICLE VI MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (I) all roads, driveways, walks, parking areas and buildings and other improvements situated within the Common Area, (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area, and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association as easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems. An easement is further granted to the Association, its officers, agents, employees, and to any management company retained by the Association, to enter in or to cross over the Common Area and the Lots to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. 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 and the Common Area 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 to 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 the Common Area and any sales office, model units and parking spaces in connection with its efforts to market Lots;
- (e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required convenient of

incidental to the completion, improvement and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VIII 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 on the Property 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 on Lots.

Section 2. Common Area. The Common Area shall be used by the Owners and their agents, servants, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association. Notwithstanding the foregoing, or any other provision contained herein to the contrary, Developer shall have the right to use of any building located on the common area as a sales office for real estate sales, for Developer, its agents or assigns. Any real estate broker maintaining its office in such building shall be responsible for seventy five percent (75%) of the costs of the utilities for said building during the time in which it is occupied as a sales office.

Section 3. 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 4. 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 unless the same is approved by the Architectural Control Committee.

Section 5. Signs. No signs shall be allowed on any Lot, or a Structure located on a Lot, except as may be permitted by Regulations promulgated or modified by the Board.

Section 6. Fences. No chain link or cyclone fences may be placed on the property except that Developer may, but is not required to do so, place such fences on the Common Area or on the perimeters of the Property should Developer deem it necessary. All fences must be approved by the Architectural Control Committee.

Section 7. Recreational Vehicles, Trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses or any such equipment are not permitted on any Lot for a period of time in excess of forty-eight (48) hours. 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 thereon to a proper repair facility.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot without the approval of the Architectural Control Committee as to the design and location. Basketball goals shall be subject to the approval of the Architectural Control Committee as to location and colors of the board and post.

Section 9. 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 10. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements on the Property shall be undertaken and completed in accordance with the following conditions:

(a) The enclosed heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all dwellings shall contain not less than one thousand eight hundred (1,800) square feet.

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

(c) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any lot.

(d) Only one mailbox shall be located on any Lot, which mailbox shall be of the original design and color approved by the Architectural Control Committee.

(e) 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 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.

(f) 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.

- (g) Adequate off-street parking shall be provided for each Lot.
- (h) All garages must have doors, and each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.
- (i) 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.
- (j) Exterior TV, radio receiving equipment or satellite dishes shall not be permitted.

Section 11. 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 12. Accessory Structures Installed by Developer. Entry signs, fences, walls and landscaping installed by Developer on the Property shall be and are hereby dedicated to the use and benefit of all owners, and shall not be removed or altered without a two-third (2/3) vote of the Association Class A members.

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes 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 material shall be used on any windows on sun screens, 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 IX GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, the Architectural Control Committee, the Developer or any Owner shall have the right to enforce, by a 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 Association 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 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 the 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 the 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, reservations, liens and charges, 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. Notice. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to the Secretary-Treasurer of the Association or at such different address or addresses as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail or when delivered in person.

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 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, 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 (75%) percent of the Owners of the Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by the 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 or the Common Area 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.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (except as set forth herein); dedication of Common Property; and amendment of this Declaration of Covenants, Conditions, and Restrictions.

ARTICLE X ANNEXATION

Section 1. Submission of Additional Property. Declarant shall have the option and right from time to time, without the necessary of consent by the Association, the Board or the Owners, but subject to Section 2 of this Article, to submit all or portions of the Additional Property to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property. This option may be exercised by the Declarant in accordance with the conditions and limitations set out in Section 2 of this Article, which are only conditions and limitations on such right.

Section 2. Conditions of Annexation. Any Annexation as permitted by Section 1 of this Article shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Annexation Property may be exercised at any time and from time to time until seven (7) years from the date of this Declaration is recorded; provided, however, that the Owners of Lots to which two-thirds of the Class A votes in the Association appertain, exclusive of any vote or votes appurtenant to Lots then owned by Declarant, may consent to the Extension of such option by vote taken not more than one (1) year prior to the date upon which such option will expire.

(b) The legal description of the Additional Property is set forth in Exhibit "A". Portions of the Additional Property may be added at different times, and there are no limitations fixing the boundaries of those portions or regulating the order in which any such portions may become part of the Property.

(c) All Lots created on portions of the Additional Property which are added to the Property will be restricted exclusively to residential use, in accordance with this Declaration.

(d) The option reserved by Section 1 of this Article may be exercised by the Declarant alone (without the consent of the Association or any Owner) by the execution by the Declarant of an amendment to this Declaration which shall be filed for record in the Office of the Clark of the Superior Court of Gwinnett County, Georgia, together with a plat of that portion of the Additional Property which is to become part of the Property by reason of such amendment. Such plat shall indicate the boundaries of that portion of the Additional Property which is to become part of the Property, the boundaries of all Lots to be located therein, and an identifying number for each such Lot. Any such amendment shall expressly submit that portion of the Additional Property which is to become part of the Property from time to time, and upon the exercise, if any, of such option, the provisions of this Declaration shall be understood and construed as embracing all of the Property, including the initial phase and such portions of the Additional Property as have become part of the Property by annexation in this manner.

(e) In addition to the procedure outlined in subparagraph (d) above, the option reserved by Section 1 of this Article may be exercised with respect to any portions of the Additional Property, notwithstanding that such Additional Property may be owned by persons, including any individual, individuals,

corporations, partnerships or any other type of entity, other than Declarant. Declarant shall exercise this option by amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, together with a plat of that portion of the Additional Property which is to become part of the Property by reason of such amendment. Such plat shall indicate the boundaries of that portion of the Additional Property which is to become part of the Property, the boundaries of all Lots to be located thereon, and an identifying number for each such lot. Any such amendment shall contain a statement consenting to the annexation of any such Additional Property, together with a reference to a Declaration, (citing the specific Deed Book and Page in which such Declaration is recorded) executed by the owner or owners thereof submitting Additional Property to this Declaration. Upon the exercise of the foregoing procedure, the provisions of this Declaration shall be understood and construed as embracing all of the Property, including the initial phase and such portions of the Additional Property as have become part of the Property by annexation in this manner.

(f) From and after the date of annexation of any portion of the Additional Property, each Lot so added to the Property and the Owners thereof, shall have the same vote, shall share the same obligations and responsibilities, and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon annexation of each portion of Property, as herein provided, the Association shall be deemed to have assumed, automatically, and with the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain the Common Property and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of this Additional Property which is then the subject of annexation.

(g) It is understood that if the Development is approved for funding of individual Lot loans by the Federal Housing Administration and/or Veterans Administration, any variance from the plan of Annexation initially approved by the may jeopardize future funding unless such variance is approved prior to implementation.

(h) Each Owner, by acceptance of a deed to a Lot in the Property, and the Association, shall be deemed to have approved annexation in the manner provided in this Article X.

IN WITNESS WHEREOF, Chandler Grove, LLC 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.

Signed, sealed and delivered in
the presence of:

“DEVELOPER”

CHANDLER GROVE, LLC

Witness

By: _____

Title: _____

Notary Public

[Notary Seal]

(CORPORATE SEAL)