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UPON RECORDING RETURN TO:
Mr. Richard Krebs
Crown Properties, Ltd.
440 Overview Northwest
Atlanta, Georgia 30327

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HENRY COUNTY, GA

CROWN SPRINGS

DECLARATION OF RIGHTS, RESTRICTIONS, COVENANTS, AFFIRMATIVE OBLIGATIONS and EASEMENTS

WHEREAS, Crown Properties, Ltd., a corporation organized and existing under the laws of the State of Georgia, is the fee simple owner of that real property shown on Exhibit "A" hereto which is incorporated herein and made a part hereof by this reference (the "Property"), the same being Crown Springs Subdivision, Henry County, Georgia, as shown on a plat prepared by Delta Surveyors, Inc., dated August 31, 2000.

WHEREAS, Crown Properties, Ltd., desires to ensure that the Property is used for attractive, residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to keep the subdivision desirable, uniform, and suitable in architectural design and use, to maintain the desired tone of the community, to provide for the general preservation of values and amenities of the Crown Springs Subdivision, and thereby to secure to each Property owner the full benefit and enjoyment of his lot and home, with no greater restrictions on the free and undisturbed use of his lot as is necessary to ensure the same advantages to the other Property owners and, to this end, desires to subject the Property shown on Exhibit "A" of this Declaration to the protective covenants, restrictions and easements hereinafter set forth.

NOW, THEREFORE, for and in consideration of the benefits

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received from the following covenants, restrictions and easements, Crown Properties, Ltd. hereby makes this Declaration, limiting and restricting the uses to which the lots of Crown Springs Subdivision may be put and hereby declares that the covenants, restrictions, easements and limitations contained herein shall be covenants running with title to the Property in the Crown Springs Subdivision.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to this Declaration. The property which is, by the recording of this Declaration, subject to the covenants, restrictions, easements, assessments and liens hereinafter set forth and which by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is all the Property shown on Exhibit "A" which is hereby incorporated herein by reference and made a part hereof.

ARTICLE II

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section 1. Residential Use. Unless otherwise designated by Crown Properties, Ltd., on a recorded plat, each lot shall be used only for single-family residential dwellings. Not more than one such dwelling shall be constructed or placed on each lot. No trade or business of any kind may be conducted in or from any part of the community except that an owner residing in a residence may conduct ancillary business activities within the residence so long as the existence or operation of the business activity is not apparent or detectable from the exterior of the residence.

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Section 2. Review by Crown Properties, Ltd. No house, garage, carport, playhouse, outbuilding, fence, wall or other above ground structure shall be commenced, erected, placed or maintained, nor shall any exterior addition to, change in or alteration of any said structures be made, until complete final plans and specifications showing the nature, kind, shape, height, material, basic exterior finishes and colors, location, site plan, and floor plans thereof, and showing the front, side and rear elevations thereof, the name of the builder, and the location of off-street parking, have been submitted to and approved in writing by Crown Properties, Ltd. as to conformity and harmony of exterior design, color, and general quality with the existing standards of the neighborhood and as to location of homes and other structures with respect to topography and finished ground elevation. Crown Properties, Ltd. shall act with all reasonable promptness upon receipt of such information to approve or disapprove the same. No change to or deviation from such approved plans and specifications shall be made without the express written consent of Crown Properties, Ltd. Crown Properties, Ltd. shall limit its review of plans and specification to the aforesaid items and purposes, and shall not be responsible for any defect therein or any damage to any structure as a result thereof.

Section 3. Alterations and Additions. Alterations or additions to any house or lot including but not limited to addition of porches, decks, fencing and changing of exterior house colors shall be approved by Crown Properties, Ltd. The property owner shall submit in writing a description of the changes or additions to be made including drawings and color chips where appropriate. Crown Properties, Ltd. shall have 15 days in which to act on said request. If written approval or disapproval is not given within 15 days the changes or additions shall be deemed to be approved.

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Section 4. Approval of Builders. Any builder must, before beginning construction on any lot subject to this Declaration, be approved by Crown Properties, Ltd.

Section 5. House Requirements. Minimum square footage of all houses constructed shall be in compliance with the requirements set forth in the Henry County Zoning Ordinance, Section 3-7-144 as amended, as of the date of recording of this Declaration. Any variations from this minimum size shall be in accordance with Section 8.4.1 of the Henry County Subdivision Ordinance. All houses must have a minimum of a two car attached garage with garage door, said garage to be used for the parking of automobiles, boats, motorcycles, recreational vehicles and other motorized or non-motorized vehicles.

Section 6. Setback Lines. Front building line, rear yard and side yard requirements shall be as set forth in the Henry County Zoning Ordinance. These are (minimums):

- Front yard - 50 feet
- Rear yard - 40 feet
- Side yard - 20 feet
- Side yard (corner lot) - 37.5 feet

Occasionally a specific lot or lots may have a setback shown on the final, recorded plat which is different from the above. In such case the setback shown on the recorded plat shall be the required setback.

Section 7. Accessory Structures. Accessory structures shall be permitted only in the side or rear yard of any lot and are subject to the conditions set forth in Section 3-7-61 of the Henry County Zoning Ordinance. Minimum setback requirements are as follows:

- Distance from side or rear property - 3 feet
- Distance from main dwelling - 12 feet

Section 8. Off-street Parking. All residences located upon any lot shall have parking spaces or facilities for at least two

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(2) cars. All recreational vehicles, boats, motorcycles or other non-automobile vehicles must be parked inside the garage or in the rear yard of any lot. No vehicle may be parked in the front or side yard of any lot at any time. No eighteen wheel trucks or the cabs of such trucks or other trucks with a load capacity in excess of one ton shall be parked, kept or stored within the community.

Section 9. Veneer Required. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered.

Section 10. Subdividing Lots. No lot or parcel shall be subdivided, reduced, or its boundaries changed. However, Crown Properties, Ltd. hereby expressly reserves to itself, its successors and assigns, the right to re-plat any lots shown on any recorded plat to create a modified lot or lots prior to delivery of a deed therefor to a Property owner. The covenants and restrictions herein contained shall apply to each lot so created.

Section 11. General Requirements.

(a) Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by Crown Properties, Ltd.

(b) Outside clotheslines shall not be permitted.

(c) Window air conditioning units shall not be allowed.

All houses must have central heat and air conditioning.

(d) No advertising signs, billboards, other miscellaneous signs or high and/or unsightly structures shall be erected or displayed to the public on any lot; provided, however, a single sign not to exceed six square feet may be used to advertise the lot and improvements thereon for sale or for rent. This provision shall not apply to signs erected by Crown Properties, Ltd.

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(e) No trailer, mobile home, boat, tent, barn or other similar outbuilding or structure shall be placed on any lot within view of the street at any time, either temporarily or permanently, without the express prior written consent of Crown Properties, Ltd.

(f) No fuel tanks or similar storage receptacles shall be exposed to view, and shall be installed only within the residential dwelling, any accessory building, or buried under ground.

(g) No private water wells may be drilled or maintained on any lot.

(h) No metal fence shall be erected closer to a front public street than the rear houseline of a dwelling erected on any lot, nor closer than 15 feet to a side street right of way. Where a metal fence is erected as provided in this section, the portion of the fence from the rear house corners to the side property lines shall be either wood or metal fence faced with wood, such that no exposed metal fence shows from the street. Maximum height of metal fence shall be 6 feet. Where chain link fencing is used it shall be black vinyl coated. No other type of fence, walls, or other similar structures, except retaining walls as provided in Article II, Section 5 hereof, shall be erected upon any lot outside the aforesaid limitations without the express prior written consent of Crown Properties, Ltd. Maximum height of any wood fence shall be 6 feet. All fencing must be approved by Crown Properties, Ltd. prior to installation.

(i) Satellite dishes and radio antennas shall be allowed only in the rear yard of any lot. Any dish mounted on a house must be out of view of the street.

(j) No vehicle may be placed on blocks anywhere on any lot; all vehicles kept on any lot must be in working order. No non-operating vehicles may be kept on any lot except within the confines of an enclosed garage. Service or maintenance work on

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vehicles of any kind may take place only within the confines of an enclosed garage.

(k) The exterior of all houses and other structures must be completed within one (1) year after the construction of the same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

(l) Only those trees which would interfere with the construction of the house, driveway, septic tank and other related structures may be removed from any lot. Upon completion of construction only trees smaller than four (4) inches in diameter may be removed from any lot unless said trees shall be diseased or shall pose an eminent threat to the improvements on any lot. Builders and Property owners shall at all times abide by The Henry County Tree Ordinance as amended.

(m) No Property owner shall in any way alter any existing wetlands on the property as delineated on the final recorded plat of Crown Springs.

(n) All residences in the community shall have standard mailboxes conforming to postal regulations and approved by Crown Properties, Ltd.

Section 12. Grounds Maintenance. The grounds of each lot upon which there is an occupied dwelling shall be maintained in a neat and attractive condition. Upon the failure of any owner to so maintain his lot, Crown Properties, Ltd. or its authorized agents may, after ten (10) days notice to such owner, enter upon such lot and have the grass and other vegetation cut, when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to Crown Properties, Ltd. for the cost of any cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien

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upon such lot, enforceable by Crown Properties, Ltd. by any appropriate proceeding at law or in equity. All costs incurred by Crown Properties, Ltd. on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give Crown Properties, Ltd., or its authorized agents, the right to enter upon such lots and perform the work required, entry for such purpose shall be only between the hours of 7 a.m. and 6 p.m. on any day except Sunday.

Section 13. Building Maintenance. No house or other improvement shall be permitted to fall into disrepair, and each such house or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 14. Hobbies and Activities. The pursuit of hobbies or other activities, or the storage of property, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be permitted on any part of any lot.

Section 15. Recreation and Play Equipment. All recreation and play equipment, including but not limited to swing sets, basketball goals, picnic tables, grills, etc., shall be kept in the rear yard of any lot so as to be not readily visible from the street. Permanent basketball goals may be placed next to the turnaround of a driveway; however no moveable basketball goals shall be kept or used in any driveway or street.

Section 16. Dumping, Animals and Pets. No lot or parcel shall be used as a dumping ground for rubbish, trash or garbage; nor shall rubbish, trash or garbage be allowed to accumulate thereon. No lot or parcel shall be used for keeping or breeding livestock, animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or

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maintained for any commercial purpose.

Section 17. Wetlands and Streams. All wetlands and streams within Crown Springs shall be used for storm water drainage only. Neither Crown Properties, Ltd. nor any Builder in Crown Springs shall be liable for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any wetlands or streams.

Section 18. Noise and Odor. No substance or material of any nature whatsoever shall be placed or kept on any lot, nor shall any activity be carried on upon any lot or building on said lot which will emit foul or unpleasant odors or that will cause such noise that may disrupt the peace, quiet, comfort, enjoyment or serenity of other Property owners. Any noise that can be heard inside a neighboring house with the windows and doors closed will be considered too loud. Exceptions to this shall include only equipment used in the normal maintenance of residential yards, which are permitted between the hours of 8:00 a.m. and dusk.

Section 19. Prohibited Activities. Noxious or offensive activities shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The use or discharge of firearms anywhere in the community is strictly prohibited. The term "firearm" includes "B-B" guns, pellet guns, and other guns of any type, regardless of size.

Section 20. Governmental Regulation. All governmental building codes, health regulations, zoning restrictions and the like shall be observed. In the event of any conflict between any provision of such codes, regulations and restrictions and the provisions of this Declaration, the more restrictive provisions shall apply.

ARTICLE III

EASEMENTS

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Section 1. General. Each lot now or hereafter subject to this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recorded plats, as the same may be amended from time to time, and subject to all other easements now or hereafter granted by Crown Properties, Ltd. with respect to any lot owned by it on the date of such grant.

Section 2. Easement for Drainage. There is hereby reserved to Crown Properties, Ltd. and granted to each approved builder a blanket easement across all lots for creating and maintaining satisfactory storm water drainage in the community; provided, however, such easement area shall not include any portion of a lot within the outer perimeter of the dwelling structure. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water runoff across downstream lots will result from the construction of impervious surfaces on lots. Neither Crown Properties, Ltd. nor any builder or owner constructing according to plans and specifications approved under Article II, Section 2 hereof shall have any liability to any owner due to increased flow or increased velocity of surface water resulting from approved construction on a lot.

Section 3. Other. There is hereby reserved, without further assent or permit, a general easement to Crown Properties, Ltd., its agents, and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

ARTICLE IV

GARDEN CLUB

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Section 1. Membership. Every Person who is the record owner of a lot that is subject to this Declaration shall have a membership in the Crown Springs Garden Club, Inc., a Georgia nonprofit corporation (the "Garden Club"). Membership shall be appurtenant to and may not be separated from ownership of a lot. Owners shall be entitled to one vote for each lot owned.

Section 2. Maintenance Responsibility. The Garden Club shall maintain and keep in good repair all community entry features.

Section 3. Enforcement of Covenants. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Garden Club, Crown Properties, Ltd. or an aggrieved owner. Failure by the Declarant, the Garden Club or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assessments. The assessments provided for herein shall be used for the general purposes of funding the activities of the Garden Club as may be authorized from time to time by the board of directors of the Garden Club. The board of directors shall prepare a budget covering the estimated costs of operating the Garden Club during the year and provide the budget and the assessments to be levied against each lot to each owner at least thirty (30) days prior to the due date of any assessment. Each owner of a lot agrees to pay to the Garden Club general assessments and special assessments. All such assessments, together with late charges, interest at a rate of ten percent (10%) per annum on the principal amount due and costs of collection, including, without limitation, reasonable attorney's fees, shall, from the time the sums become due and payable, be a continuing lien in favor of the Garden Club on the lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and

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no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment fell due, and each grantee of an owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first mortgagee taking title through foreclosure proceedings. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Garden Club to take some action or perform some function required to be taken or performed by the Garden Club, the obligation to pay assessments being a separate and independent covenant on the part of each owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Section 5. Turnover to Garden Club. At such time as a house has been completed on each lot contained within Crown Springs Subdivision and conveyed by the builder to an owner for use as a residence, Crown Properties, Ltd. shall be deemed to have automatically assigned all of its right, power and authority under this Declaration to the Garden Club and thereafter Crown Properties, Ltd. shall have no further responsibility for the enforcement thereof. The Garden Club shall then and thereafter be duly authorized to take all actions and approve all modifications to improvements and other matters with respect to this Declaration and all operative provisions of this Declaration shall then be read by substituting the name of the Garden Club wherever the name Crown Properties, Ltd. is found.

ARTICLE V

GENERAL PROVISIONS

Section 1. Variances. A property owner seeking a variance from any provision of this Declaration may submit a written

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request for a variance to Crown Properties, Ltd. The request must state the exact nature of the variance including the Section of this Declaration from which the owner is seeking the variance and the reason for the request, including any hardships imposed by the provision. Crown Properties, Ltd. shall have 15 days in which to act on said request and may, but shall not be obligated to approve it only if it determines that the waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Crown Springs Subdivision. If written approval is not given within 15 days the variance shall be deemed to be denied.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by a majority of the Property owners whose lots are subject thereto and the written consent of Crown Properties, Ltd., as long as it owns any lot subject to this Declaration. However, Crown Properties, Ltd., its successors and assigns, may amend these covenants at any time during which it owns Property within Crown Springs Subdivision without the consent of the other Property owners; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owners hereunder nor shall it adversely affect title to any lot without the consent of the affected owner. Any amendment shall not become effective until the instrument evidencing such change has been filed for record on the Records of the Clerk of the Superior Court of Henry County, Georgia. Every purchaser or grantee of any interest in any Property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

Section 3. Duration. The covenants, conditions,

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restrictions and easements contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Club, the Declarant and any owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then owners of at least a majority of the lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate the same; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

Section 4. Waiver. The failure of Crown Properties, Ltd. or any Property owner to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or relinquishment in the future of the enforcement of such term, covenant, condition, provision or agreement. The acceptance of performance of obligations required hereby to be performed with the knowledge of a breach of a term, covenant, condition, provision or agreement herein contained shall not be deemed a waiver of such breach, and no waiver by Crown Properties, Ltd. or any Property owner of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by Crown Properties, Ltd. or such Property owner.

Section 5. Severability. Whenever possible, each provision

of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without also giving effect to the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Captions. The Captions of each Section hereof as they pertain to the contents of each such Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying, adding to or subtracting from the particular Sections to which they refer.

Section 7. No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Crown Properties, Ltd., by reason of the fact that Crown Properties, Ltd. may own all of the Property on the date of recording of this Declaration and no such merger shall occur unless and until Crown Properties, Ltd., while owning all of the Property shall execute a written statement or instrument affecting such merger and shall duly record the same.

IN WITNESS WHEREOF, Crown Properties, Ltd. has caused this Declaration to be executed in its name by its duly authorized corporate officers and its corporate seal affixed, this the 13th day of September, 2000.

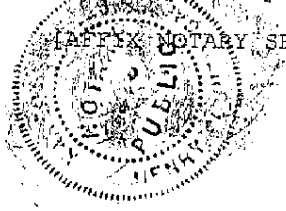
Signed, sealed, and delivered in the presence of:

Stacy Roberts
WITNESS

Karen Hill

NOTARY PUBLIC
Notary Public, Henry County, Georgia
My Commission Expires Jan. 1, 2001

My Commission Expires:
[AFFIX NOTARY SEAL]



CROWN PROPERTIES, LTD. LTD.
a Georgia corporation
Richard I. Krebs
Richard I. Krebs, Esq.
President

