

STATE OF GEORGIA
COUNTY OF COBB

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TERRELL MILL HOMEOWNERS' ASSOCIATION

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

THIS DECLARATION OF PROTECTIVE COVENANTS, originally published by Lemac Land and Development on 2 October 1963 for Terrell Mill Estates Unit No. 1, June 15, 1965, for Unit No. 2, 3 February 1966 for Unit No. 3, 21 February 1968 for Unit No. 4 and 30 August 1971 for Unit 5, are hereby amended and replaced by Terrell Mill Home Owners' Association on January 27, 1992, a Corporation having its principal office in Terrell Mill Subdivision in Cobb County, Georgia.

WITNESSETH:

THAT WHEREAS, said Corporation is the representative of the Subdivision known as Terrell Mill Estates Units 1, 2, 3, 4 and 5, and being a Subdivision of all of those certain lots, tracts or parcels of land situated, lying or being in Cobb County, Georgia, as shown and delineated on plat of survey thereof; as recorded in: Plat Book 26, Page 46 for Unit No. 1, Plat Book 34, Page 12 for Unit No. 2, Plat Book 37, Page 93 for Unit No. 3, Plat Book 45, Page 86 for Unit No. 4, Plat Book 52, Page 133 for Unit No. 5, Records of the Clerk of Superior Court, Cobb County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Terrell Mill Homeowners' Association and to each and every person who shall hereafter purchase any lot in said Subdivision that occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Terrell Mill Homeowners' Association and each and every subsequent owner of any of the lots in said Subdivision, said Terrell Mill Homeowners' Association does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons owning lots in said Subdivision until January 27, 2012, at which time said covenants may be extended or terminated in whole or in part, as hereinafter provided to wit:

Section 1.

(a) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage, attached or detached, for not more than three (3) cars.

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(b) ACCESSORY BUILDINGS. Accessory buildings, such as tool storage, pool equipment, tree houses, doll houses, green houses, gazebos and other accessory buildings, not to exceed one story and not to exceed 600 square feet in area, may be erected subject to approval as provided in Sections 2 and 15.

Section 2.

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by the Architectural control Committee as defined in Section 15 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Section 15 below.

Section 3.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$150,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,900 square feet for a one-story dwelling, nor less than 2,200 square feet for a dwelling of more than one story.

Section 4.

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 75 feet to the front lot line, or nearer than 40 feet to any side street line unless approval is had by the Directors of Terrell Mill Homeowners' Association in writing and such approval is recorded in the office of the Clerk of Cobb County, Georgia. No building shall be located nearer than 10 feet to a lot line, except that a five foot side yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. These provisions may be altered and changed only by the Directors of Terrell Mill Homeowners'

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Association as set forth in Section 15 herein. Section 5.

LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 40,000 square feet.

Section 6.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved.

Section 7.

NUISANCES. No noxious or offensive activity shall 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.

Section 8.

USE OF OUTBUILDINGS OR SIMILAR STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

Section 9.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, or signs denoting security systems.

Section 10.

OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 11.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets provided they are not kept, bred or maintained for any commercial purposes.

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Section 12.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed on the street no more than 12 hours prior to pick-up.

Section 13.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, shrub or other planting placed nearer street than the building line which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 15 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightliness.

Section 14.

MAINTENANCE OF LOTS. Each lot shall be maintained in a sightly and sanitary condition and grass and landscaping shall be properly maintained. Should any owner fail or refuse to maintain his lot in such condition, the Architectural Control Committee shall be entitled to provide written notice to such owner of deficiencies in maintenance, as determined by them. If any deficiencies in maintenance are not corrected within thirty (30) days after receipt of such written notice by such owner, the Association may, at the expense of the owner, enter the lot and perform such maintenance. The cost of such maintenance may be specifically assessed against the owner of such lot, and the Association shall have lein rights therefor.

Section 15.

ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee will be composed of the current Directors of the Terrell Mill Homeowners' Association. A majority of the Directors may designate a representative or representatives, to act for it.

(b) PROCEDURE. The Directors' approval or disapproval, as required in these covenants, shall be in writing. In the event the Directors, or designated representatives, fail to approve or

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disapprove plans or specifications within 30 days after such plans and specification have been submitted to it, approval shall not be required.

Section 16.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 17.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate, any covenant either to restrain violation or to recover damages.

Section 18.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said Terrell Mill Homeowners' Association has caused these presents to be executed in its name by its President, and its corporate seal attested by its Secretary to be hereunto affixed on the day and year first above written.

TERRELL MILL HOMEOWNERS' ASSOCIATION

Louis Cambra
Witness

Louis Cambra
Witness

Louis Cambra
Witness

Louis Cambra
Witness

By: John Edwards
John Edwards, President

E. B. Pulley
E. B. Pulley, Vice President

Charles Schramm
Charles Schramm, Treasurer

Betty Cambra
Betty Cambra, Secretary

The said Officers and witnesses named above appeared before me

this 9 day of February, 1992 and after first being duly sworn, subscribed their names above.

Paul G. Gandy
Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires June 14, 1994



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