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STATE OF GEORGIA,  
COUNTY OF ATHENS-CLARKE

RETURN TO: JAMES C WARNES  
P.O BOX 1963  
ATHENS, GEORGIA 30603

**PROTECTIVE COVENANTS FOR PINECREST SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this the 23<sup>rd</sup> day of April, 2002, by PINECREST COMMUNITY, LLC, a Georgia limited liability company, hereinafter referred to as Declarant

**WITNESSETH:**

THAT WHEREAS, Declarant is the owner of the property known as Pinecrest Subdivision shown on a series of plats entitled "FINAL PLAT FOR: PINECREST SUBDIVISION", dated March 2, 2002, prepared by Landmark Engineering Corporation, Inc., J.R. Holland, Registered Land Surveyor, and recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, as described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, it is to the benefit and advantage of Declarant and to each and every person who hereafter purchases any numbered lot in Pinecrest Subdivision, to have protective covenants governing and regulating the use and occupancy of the same declared to be covenants running with the land;

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NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the numbered lots in Pinecrest Subdivision, Declarant does hereby establish, promulgate, and declare the following protective covenants to apply to, and only to, each and every numbered lot in Pinecrest Subdivision as delineated on the plats described in Exhibit A, and to all persons owning these lots, or any of them hereafter. These Protective Covenants shall become effective immediately and run with the land and shall be binding upon all persons owning or having an interest in any such numbered lot (hereinafter "lot") in Pinecrest Subdivision until twenty (20) years from the date of recording of these Protective Covenants, at which time said Covenants may be extended or terminated in whole or in part as hereafter provided, to-wit:

1. **LAND USE AND BUILDING TYPE** No lot in Pinecrest Subdivision shall be used, except for residential purposes. Provided, however, in the event a single family residence is maintained as a model home for the purpose of marketing single family residences for sale on the subject property, such model home shall be a permitted use. No building shall be erected, altered, placed, or permitted to remain on any numbered lot other than one (1) detached single family dwelling, constructed and maintained for the use and occupancy of a single family unit and private garage for not more than three (3) cars and other outbuildings customarily used in connection with and incidental to a single family dwelling.
2. **ARCHITECTURAL CONTROL** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a site plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with

respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 24 below.

3 **DWELLING QUALITY AND SIZE.**

(A) All one (1)-story dwellings must contain a minimum of one thousand two hundred (1,200) square feet of heated interior space and all two (2)-story dwellings must contain a minimum of one thousand four hundred (1,400) square feet of heated interior space.

(B) Each residence and other structures shall be constructed only of materials, and in colors, approved in writing by the Architectural Control Committee with the exterior of the residences being brick, stucco, rock, or vinyl siding.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No building shall be located nearer than six (6) feet to an interior lot line. No dwelling shall be located on an interior lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. **COMMENCEMENT OF CONSTRUCTION/CONTRACTOR APPROVAL.** A lot owner shall commence construction of a single family residence on the lot within two (2) years of the date of the purchase of same from Declarant. In the event the owner fails to commence construction within two (2) years of the original purchase from Declarant, then Declarant shall have the right to repurchase the lot for the original sales price from the lot owner at the

time of the two (2) year expiration. This repurchase option shall be effective for six (6) months following the two (2) year expiration. The contractor chosen by a lot owner for construction shall be subject to the approval of the Architectural Control Committee.

6. **DRIVEWAYS** All driveways shall be concrete
7. **FENCES.** No fences shall be allowed in front or side yards beyond the rear line of the house extended to the side boundaries of the lot. The only types of fences which are allowed are a four foot (4') or a six foot (6') wooden privacy fence
8. **MAILBOXES.** The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering, and all other particulars of mail and newspaper boxes, if any, and of name signs on such boxes, as well as property identification markers and decorative hardware, whether attached to such mailbox, to any structure within the lot or affixed or erected upon the grounds of the lot. All mailboxes shall be cast iron with the style and shape approved by the Architectural Control Committee
9. **LANDSCAPING.** All front yards shall be sodded or hydroseeded and shall have underground irrigation systems sufficient to provide water to the sodded or hydroseeded areas. Such sodding and irrigation shall be completed within thirty (30) days from the completion of the construction of the single family residence located on a lot
10. **EASEMENTS** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded final plats of Pinecrest Subdivision.
11. **NUISANCES.** No noxious or offensive activity shall be carried permitted on any lot, or amenity area, nor shall anything be done thereon, which may be or become an annoyance or

- nuisance to the neighborhood. Animals, such as unrestrained barking dogs, that make an undue amount of noise shall be considered a nuisance.
12. **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 any lot; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on, upon, or in any lot.
13. **ABOVE GROUND STORAGE TANKS.** No exposed above ground storage tanks will be permitted on any lot.
14. **TELEVISION ANTENNAS.** Television "dish" antennas shall not be permitted in the front yard of any lot and shall not be visible from the front yard of any lot. Antennas on a corner lot are required to be screened from view from the side street. Any screen required to comply with this requirement must be approved by the Architectural Control Committee.
15. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than three feet by three feet (3' x 3') advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.
16. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Pets should be restrained from undue barking or cause of any nuisance to other homeowners.

- 17 **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All incinerators or other equipment for the storage or disposal of such material are prohibited. Trash cans will be placed behind front corners of house and allowed in street for pick-up for no more than twenty-four (24) hours on the day of pick-up
18. **SEWAGE DISPOSAL** No individual sewage disposal system shall be permitted on any lot, unless such lot is not served by public sewer and such private sewerage system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority
- 19 **CARS, BOATS, CAMPERS, AND MOTOR HOMES** The parking of any boats, campers, and motor homes on the street or in a driveway is prohibited. Vehicles must be kept in garage or parked on the driveway. On-street parking is provide for visitors, delivery, etc. No vehicle should be left unattended on side of street and no vehicle shall be left unattended in on-street parking locations for more than twelve (12) hour periods. On-street parking is not for permanent parking. Vehicles left longer than twelve (12) hours may be towed at owner's expense
- 20 **AMENITY USE.** The lake and amenities are for owners, their families, and invited guests only.
- 21 **ACTIVITIES.** Any restricted activities or uses that tend to detract from the aesthetic character of the property, improvements, or common areas used in connection with such activities or uses shall not be permitted unless carried out or conducted as directed by prior written authorization of the Architectural Control Committee.

22 **PLAY EQUIPMENT** Play equipment shall be placed no closer to the street than the rear line of the house extended to the side boundaries of the lot.

23 **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two (2) and six (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 twenty-five (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 which is within ten (10) 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight-lines.

24 **ARCHITECTURAL CONTROL COMMITTEE**

(A) **Membership.** The Architectural Control Committee is composed of N. Judson Shiver and Amy J. Shiver. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

The Architectural Control Committee shall have the right to grant variances to these Covenants provided that the variance is in writing and signed by a majority of the Architectural Control Committee.

(B) Procedure. At such time as Declarant sells its last lot in Pinecrest Subdivision, the Board of Directors of the Corporation specified below shall appoint an Architectural Control Committee of not less than three (3) and not more than seven (7) persons. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with

25 HOMEOWNER'S ASSOCIATION Pinecrest Community Association, Inc (the "Association") is a Georgia not for profit corporation. Every owner of a lot in Pinecrest Subdivision shall be a member of the Association. If title to a lot is held by more than one (1) person, each of such persons shall be members. Membership shall be appurtenant to each lot and such membership shall be transferred automatically upon transfer or conveyance of the lot. Notwithstanding the above, each lot shall be entitled to one (1) vote in the Association

The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners of lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation, or the By-Laws of the Association, this Declaration, the Articles of Incorporation, and the By-Laws, in that order, shall prevail



26. **ASSESSMENTS.** Assessments against the lot owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of Pinecrest Subdivision and shall be governed by the following provisions:

- (A) **Liability.** Each lot owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him/her or his/her lot or lots in accordance with the terms and provisions of this Declaration and Articles of Incorporation and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration. Each lot owner shall also be liable to the Association for such monetary damages as the Association or its members may suffer or incur as a result of a lot owner's violation of or refusal to comply with these Covenants.
- (B) **Creation of the Lien and Personal Obligation for Assessment.** Each owner of any lot by acceptance of a deed or other conveyance thereof, whether or not so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association any assessment which shall be fixed, established, and collected as herein provided; however, nothing contained herein shall be construed to obligate Declarant to pay assessments on lots prior to the sale of lots to third parties.
- (C) **Uniform Rate of Assessment.** All annual assessments shall be fixed at a uniform rate for all lots. The Initial Annual Assessment shall be set at One Hundred and No/100 Dollars (\$100.00). This annual Assessment shall be paid in advance no later than

January 15 of each calendar year. The Initial Annual Assessment for each lot shall be prorated for the year in which the sale occurs and shall be collected at closing.

(D) **Purpose** Assessments shall be levied against the lot owners and the lots to defray the common expenses of the Property. The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include, but not be limited to, the following:

- (i) All expenses related to the maintenance and repair of the storm water detention facilities located on the subject property;
- (ii) Premiums for all insurance policies maintained by the Association;
- (iii) The expenses of performing the maintenance, repair, renovation, restoration, and replacement work which is the responsibility of the Association hereunder;
- (iv) All expenses related to the maintenance and repair of the entrance and any recreation facility located on any of the common areas of Pinecrest Subdivision;
- (v) The Association is responsible for the upkeep and maintenance of all amenity areas, including, but not limited to, grass cutting, tree pruning, road maintenance, storm water maintenance, decorative entrance, and taxes;
- (vi) Such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses.

(E) **Collection.** In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a lot owner is liable, together with all other amounts as may be owed by such lot owner to the Association, as herein provided.

- (i) In the event that any lot owner shall fail to pay any installment of any assessment levied against him/her within ten (10) days after such installment shall be due and payable, such owner shall pay, in addition to the amounts so due the Association:
  - (a) A late charge equal to Ten Dollars (\$10 00) or Ten Percent (10%) of the amount so due, whichever is greater;
  - (b) Interest on the amount so due, including the late charge, from the date same became due and payable, at the rate of Ten Percent (10%) per annum, until paid;
  - (c) The cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the lot, and reasonable attorney fees actually incurred; and
  - (d) In the event the Association shall seek to foreclose its lien on the lot of such owner, the fair rental value of the lot from the time of the institution of suit until sale of the unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).
- (ii) All sums lawfully assessed by the Association against any lot owner, whether for the share of the common expenses pertaining to that lot, fines, or otherwise, and all reasonable charges made to any lot owner or lot for

material furnished or services rendered by the Association at the owner's request to or on behalf of the lot owner or lot, shall, from the time the sums become due and payable, be the personal obligation of the lot owner and constitute a lien in favor of the Association on the lot prior and superior to all other liens whatsoever except:

- (a) Liens for ad valorem taxes on the lot;
  - (b) The lien of any first priority mortgage covering the lot and the lien of any mortgage recorded prior to the recording of the Declaration; or
  - (c) The lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the lot
- (iii) The rights of a lot owner, and all persons entitled to occupy the lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any lot owned by such owner shall remain unpaid; provided, however, that no such suspension shall deny any lot owner, or the occupants of any lot, access to the lot owned or occupied, nor cause any hazardous or unsanitary condition to exist

27. **INSURANCE.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a lot owner because of the negligent acts of the Association or other lot owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit owners and other

persons entitled to occupy any lot or other portion of the Property, shall be for at least Five Hundred Thousand Dollars (\$500,000.00) for injury including death to a single person; One Million Dollars (\$1,000,000.00) for injury or injuries, including death, arising out of a single occurrence; and Fifty Thousand Dollars (\$50,000.00) for property damages, with a cross-liability endorsement to cover the lot owners as a group and shall include protection for damage to the property of others

28. **STORM WATER DETENTION AREAS.** The storm water detention facilities set forth on the plat of the subject property shall be conveyed to the Association and shall be maintained by the Association as provided by the laws and regulations of Athens-Clarke County and the State of Georgia, including the maintenance of liability insurance on said facility as provided herein
29. **TERMS.** These Covenants are to run with the land and shall be binding on all parties and all persons 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 twenty (20) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part. These Covenants are governed by Ga.L. 1993, p 782, §1 (O.C.G.A. §44-5-60(d)) and may only be modified as therein provided.
30. **ENFORCEMENT.** Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, or both as may be applicable depending upon the nature of the violation.
31. **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, the undersigned, being the Declarant herein, has executed this instrument under seal effective the 23<sup>rd</sup> day of April, 2002

PINECREST COMMUNITY, LLC

By: [Signature] (Seal)  
N Jason Shiver, Member

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public,

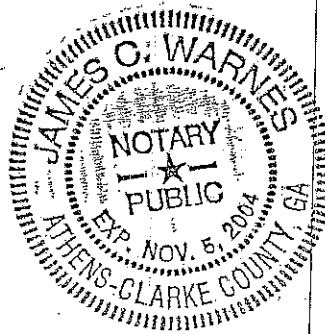


EXHIBIT A

All that tract or parcel of land lying and being in Athens-Clarke County, Georgia, as the same  
is more fully described on:

FINAL PLAT FOR: PINECREST SUBDIVISION

SECTION ONE, PHASE TWO, Plat Book 36, page 328;

SECTION ONE, PHASE THREE, Plat Book 36, page 326;

SECTION ONE, PHASE FOUR, Plat Book 36, page 325;

SECTION ONE, PHASE FIVE, Plat Book 36, page 327;