

Deed Book 29471 Pg 304
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Juanita Hicks
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Fulton County, Georgia
I PRINTED THIS DEED FOR YOU BY ORDER OF THE CLERK OF SUPERIOR COURT FOR FULTON COUNTY, GEORGIA

RETURN:

JOHN C. WILLITS, ATTORNEY
9425 SOUTH MAIN STREET
JONESBORO, GEORGIA 30236

State of Georgia
County of Clayton

After recording, please return to: THE KNIGHT GROUP, INC., 9497 Thornton Blvd., Jonesboro, GA 30236

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOW GLEN SUBDIVISION UNIT TWO

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 25 day of July, 2000, by THE KNIGHT GROUP, INC., a Georgia corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Fulton, State of Georgia, which is known as: MEADOW GLEN SUBDIVISION UNIT TWO, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and the Declarant desires to create thereon a community with open spaces and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto, (as provided in Article I) pursuant to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et. seq., to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, on October 6, 1999, The Knight Group, Inc., filed "PROTECTIVE COVENANTS" for Meadow Glen Subdivision at Deed book 27746, Page 348, Fulton County Superior Court Deed Records; the provisions of said covenants are incorporated herein by reference, however, to the extent that any provision thereof is deemed in conflict with these "DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOW GLEN SUBDIVISION UNIT TWO", the provisions of the latter shall control; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the protective covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Georgia, as a non-profit corporation, "MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.", hereinafter referred to as "Association", for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant declares that the real property described in Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens, (sometimes referred to as "Covenants and Restrictions" or "Protective Covenants") hereinafter set forth; and the development shall be governed pursuant to O.C.G.A. § 44-3-220 et. seq.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

Existing Property.

1.01. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is generally described as MEADOW GLEN SUBDIVISION UNIT TWO, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. As individual residential lots in MEADOW GLEN SUBDIVISION UNIT TWO are transferred to Owners, the lots shall become subject to this Declaration. The Common Properties shall become subject to this Declaration immediately upon the filing of the subdivision plat.

Additional Lots/Units of MEADOW GLEN SUBDIVISION UNIT TWO SUBDIVISION.

1.02. Additional lots in MEADOW GLEN SUBDIVISION UNIT TWO or lots in additional units of MEADOW GLEN SUBDIVISION may become subject to this Declaration, and members of the Association, by recordation of a Deed making said additional lots/units subject to these Protective Covenants in the sole discretion of the Declarant.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in Article II shall have the meaning herein respectively specified.

Association.

2.01. "Association" shall mean and refer to the Association of all Owners established in accordance with the By-Laws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Owners, Lessees, Licensees and Occupants, and their successors and assigns. This association shall be formally known as MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.

Board.

2.02. "Board" shall mean and refer to the Board of Directors of MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.

Building Setback Line.

2.03. "Building Setback Line" shall mean and refer to an imaginary line or lines parallel to any property line specifying the closest point from any property line that a building structure may be located.

Committee.

2.04. "Committee" shall mean and refer to the Architectural Review Committee.

Common Properties.

2.05. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat of any property subject to this Declaration and intended to be devoted to common use and enjoyment of the Owners, Lessees, Licensees or Occupants of said property, and shall specifically include all area deeded to the Association by Declarant.

Declaration.

2.06. "Declaration" shall mean and refer to this Declaration of Protective Covenants and Restrictions for MEADOW GLEN SUBDIVISION UNIT TWO.

Declarant and/or Developer.

2.07. "Declarant" shall mean and refer to THE KNIGHT GROUP, INC., and its successors and

assigns. "Developer" shall also mean and refer to THE KNIGHT GROUP, INC., and its successors and assigns.

Improvements.

2.08. "Improvements" shall mean and refer to and include structures and construction of any kind, whether above or below the land surface, such as but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entranceways, gates, signs and mailboxes

Living Area.

2.09. "Living Area" shall mean and refer to those heated and air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, storage areas or basements.

Member.

2.10. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article X, Section 10.01, hereof.

Owner.

2.11 "Owner" shall mean and refer to the holder of record fee simple title to all or part of property described herein and as the legal description of which may be amended from time to time on the Deed Records of the Superior Court of Dekalb County, Georgia.

Sign.

2.12. "Sign" shall mean and refer to any structure and all parts thereof which are erected or used for advertising or display.

The Properties.

2.13. "The Properties" shall mean and refer to all such existing properties, and additional thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article I hereof.

**ARTICLE III
PROHIBITED USES AND VARIANCES**

Land Use and Building Type.

3.01. No site shall be used except for single family residential and recreational purposes. Once the construction of any building is begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Nuisances.

3.02. No Owner, Lessee, Licensee or Occupant shall create a nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate on any real property and no odors shall be permitted to emanate so as to render any of said real property unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to any Owner, Lessee, Licensee or Occupant thereof. No Property shall be used in such a manner as to create a nuisance to others, such as but not limited to: vibrations, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic and non-toxic matters.

Property Maintenance, Repair of Buildings.

3.03. All lots, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in accordance with all health, fire, police and government requirements and in such a manner as to prevent their becoming unsightly, i.e., by reason of unattractive

growth or the accumulation of rubbish or debris thereon. No building or other improvement shall be permitted by its Owner, Lessee, Licensee or Occupant to fall into disrepair, and each such building or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Right of Entry.

3.04. During reasonable hours and subject to reasonable security requirements, Declarant, its authorized representative and the Committee shall have the right to enter upon any lot and any building or other improvement constructed thereon, for the purpose of ascertaining compliance with this Declaration. Any such entry shall constitute an authorized entry, and Declarant, its authorized representatives or the Committee shall not be deemed guilty of trespass by reason thereof. In the event that said Owner, Lessee, Licensee or Occupant fails to comply with any or all of these Protective Covenants, its authorized representatives and the Committee shall have the right, privilege and license to enter upon any lot or any portion thereof and make any and all corrections or improvements that may have been reasonably necessary to comply with these Protective Covenants, all at the sole cost and reasonable expense of such Owner, Lessee, Licensee or Occupant to the Association within thirty (30) days after receipt of notice of the amount due. Any payment not made within said thirty (30) days shall become a lien upon such lot.

Variances.

3.05. Declarant reserves and shall have the sole right to grant reasonable variances from the provision of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances, in sole opinion of Declarant, shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

Additional Protective Covenants.

3.06. No Owner, Lessee, Licensee or Occupant, without the written consent of Declarant, may impose any additional Protective Covenants on any part of MEADOW GLEN SUBDIVISION UNIT TWO.

ARTICLE IV

PRESERVATION OF VALUES OF THE PROPERTY AND THE NATURAL ENVIRONMENT

4.01. It shall be the express intent and purpose of these Protective Covenants to protect, maintain and enhance the natural environment as well as preserve the value of the property subject to these Protective Covenants. It shall be the further intent and purpose of these Protective Covenants to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources and to afford and enhance recreational opportunities.

4.02. Pursuant to its overall program of environmental conservation, the right is expressly reserved to the Association and to the Declarant, to make access trails or paths through said Common Properties for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout said Common Properties designating points of particular interest and attraction and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Common Properties.

4.03. The Association and Declarant shall have the right to protect from erosion the land described as Common Properties by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading or other means deemed expedient or necessary by said Association and Declarant. The right is likewise reserved to the Association and Declarant to take necessary steps to provide adequate drainage ways, canals and access roads in Common Properties.

4.04. Declarant reserves unto itself, the right to go on, over and under the land comprising the Common Properties to erect, maintain and use electric and the telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone

equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations and tanks, treatment plants and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of Declarant to provide or maintain any such utility or service.

4.05. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, woodlands or any unsightly or offensive material shall be permitted in or upon such Common Properties, except as is temporary and incidental to the *bona fide* improvement of the area. Fires of any kind shall be prohibited in all Common Properties except in designated and controlled areas as specified by the Association.

4.06. Declarant expressly reserves to itself every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration.

4.07. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on Declarant, that Declarant is not bound to make any of the improvements noted herein or extend to any Owner, lessee, Licensee or Occupant any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required herein and/or by governmental authorities.

4.08. The Association shall also have the power to maintain signs, landscaping and other structures within the road rights-of-way. If the road rights-of-way are part of the Common Properties, the Association shall have the power to and obligation to maintain the roads and drainage.

4.09. Where Declarant is permitted by these Protective Covenants to correct, repair, clean, preserve, clear out or to do any action on the restricted property, its failure to take such action shall not be deemed a breach of these Protective Covenants.

4.10. In the event facilities are constructed upon the Common Properties, the Board may adopt rules and regulations governing the use and control of such facilities.

4.11. Declarant hereby reserves, and is hereby granted unto its successors and assigns, an easement for ingress and egress for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, under, along and across all Common Properties. Such easement shall also include the right to use all roadways of The Properties.

ARTICLE V DEVELOPMENT STANDARDS

Building Setback Lines.

5.01(a) Buildings. Buildings shall not be placed closer than the minimum setback lines shown on recorded plats.

5.01(b) Eaves, steps, etc. For the purpose of these Protective Covenants, swimming pools, decks, uncovered porches, patios, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a structure to encroach upon another lot.

Governmental Rules.

5.02. In the event governmental rules and regulations are more restrictive than these Protective Covenants, said rules and regulations shall prevail.

Buildings and other structures.

5.03(a) Approval. Prior written approval of the Declarant is required before construction commences on any building, structure or other improvement on all lots and other portions of the Properties.

5.03(b) Construction. After commencement of construction of any building on, or any improvements to, any lot, the Owner, Lessee, Licensee or Occupant so commencing such construction shall diligently prosecute the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner, Lessee, Licensee or Occupant of any lot on which buildings or improvements are being constructed shall at all times keep all streets and right-of-way contiguous to said lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of any buildings or improvements on such lot.

5.03(c) Building Materials. Exterior building materials shall must be approved in writing by the Committee or Declarant.

5.03(d) Dwelling Size. The minimum square footage of the living area required for residential dwellings shall be 1,300 square feet.

5.03(e) Garages. Each single family unit shall have a functional one or two car garage attached to the residence.

5.03(f) Garbage and refuse disposal. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on all sides which are visible from the street and installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.03(g) 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 that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam about the neighborhood. Such pets, when off the owner's lot, shall be under leash or voice control of the owner or their agent.

Temporary Structures.

5.04. No structure of a temporary character, basement, tool or storage shed, barn or other outbuilding of any type shall be located on any lot or any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved in writing by the Committee.

Utility Connections and Television Antennas.

5.05. All dwelling connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be underground from the proper connection points to the dwelling in such a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Committee.

Landscaping.

5.06(a) Installation. Landscaping as approved by the Committee shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building, whichever date first occurs, unless the Committee shall approve in writing another final date of landscaping installation. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from such notifications, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing such landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall

be borne by the Owner and shall be paid on demand to the Association. Until paid, the cost plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a materialman's lien made on real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee. At the option of the Committee, it may require a bond to be posted by the Owner, prior to occupancy, to ensure the installation of the landscaping.

5.06(b) Maintenance. All landscaping shall be maintained in an attractive, sightly and well-kept condition, and in accordance with the approved plans. In the event such landscaping is not so maintained, the Association shall notify the Owner in writing by certified mail that such landscaping is not being properly maintained. If such maintenance is not effected by the Owner within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of maintaining, restoring or repairing said landscaping. The costs incurred by the Association in maintaining such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the costs incurred plus twenty-five percent (25%) overhead allowance shall become a materialman's lien made upon real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee.

5.06(c) Trees and other vegetation. Every effort shall be made to use accepted techniques to retain existing vegetation. Natural areas shall be selectively thinned, excessive undergrowth and unhealthy specimens removed. Vines and spreading plant species shall be controlled.

Signs.

5.07. No sign of any kind shall be displayed to the public view on any site except one sign of not more than six (6) square feet identifying the property prior to the completion of the construction and/or advertising the property for sale or rent. All signs must be approved in writing by the Committee.

Parking.

5.08(a) Compliance with law. Each Owner, Lessee, Licensee or Occupant shall comply with all governmental requirements.

5.08(b) Driveway and parking areas. All driveways and parking areas shall be constructed of concrete unless another material shall be specifically approved by the Committee. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way to be acceptable to the Committee.

Mail boxes.

5.09. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building site unless and until the size, location, design and typ of material for said boxes or receptacles shall have been approved in writing by the Committee. The Committee shall not be required to approve more than one type for all lots in MEADOW GLEN SUBDIVISION UNIT TWO.

ARTICLE VI ARCHITECTURAL REVIEW

The Committee.

6.01. The Architectural Review Committee is composed of three (3) members to be appointed by Declarant; until such time as the title to the Common Properties is transferred to the Association in accordance with Article XI, Section 11.02, at which time said members shall be appointed by the Association.

A majority of the Committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the Protective Covenants. The Committee shall have the powers and duties enumerated herein. It may approve, disapprove or approve with modifications, any plans submitted in writing to the Committee.

Submission of Plans.

6.02. Before anyone other than Declarant commences the construction or alteration of any and all buildings, enclosures, fences, or any other structures or permanent improvements on or to any lot, the Owner, Lessee, Licensee or Occupant of any lot shall first submit two (2) complete sets of architectural and landscape plans to the Committee for its written approval, disapproval or approval with modifications as hereinafter provided. One set will be returned to the applicant.

Approval: Content of Plans.

6.03. No improvement by anyone other than Declarant shall be erected, placed, altered, maintained or permitted on any lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

6.03(a) Site Plan. A site plan, complete with dimensional locations of all proposed improvements, with all building setback lines shown, site grading and storm drainage plan shown on a topographic map with a minimum of two foot contour intervals;

6.03(b) Landscape Plan. A landscape plan showing types, sizes and locations of all shrubs and ground covers to be planted, as well as all trees to be planted and all trees which are proposed to be removed;

6.03(c) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan, location of air conditioning compressor, driveway columns and mail box design;

6.03(d) Description of Exterior. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, fences, signs and exterior lighting fixtures. Samples and/or manufacturer's identification data shall be supplied if requested by the Committee.

6.03(e) Procedure for Submission. Such plans shall be submitted in writing over the signature of the Owner of the lot or his authorized agent and shall be accompanied by the request of such Owner or Agent for the approval of said plans.

Basis for Approval.

6.04. Approval shall be based, among other things, on adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that existing or intended for neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans to the purpose and general plan and intent of the Protective Covenants. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

6.05. If the Committee fails to approve, disapprove, or approve with modifications, such plans within fifteen (15) days after the same have been submitted in writing to it, it shall be conclusively presumed that it has approved said plans, subject, however, to compliance with the Protective Covenants contained herein.

**ARTICLE VII
DURATION, MODIFICATION AND REPEAL**

Duration

7.01. The Protective Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors and assigns

for a term of fifty (50) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said Protective Covenants, in whole or in part, provided however that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Easements of any type enumerated herein are perpetual, will not terminate upon termination of these Covenants, and may not be modified or terminated without specific written occurrence of the Declarant. The Declarant or the Association, or any affected Owner or Lessee may, but shall not be required to, enforce these Protective Covenants.

Notices.

7.02. Notice will be deemed to be sufficiently given if deposited in the U.S. Mail with the required postage to the address of the Member that has been registered with the Association. In the event of the failure of the member to register his, her or its address with the Association, notice properly mailed to the Member's property address in MEADOW GLEN SUBDIVISION UNIT TWO will be deemed sufficient.

Enforcement.

7.03. Enforcement of these Protective Covenants shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to recover damages, and against the land to enforce any lien created by the covenants. Each lot owner is empowered to enforce the covenants.

Attorney's Fees.

7.04 In any legal or equitable proceeding by the Association to enforce or restrain the violations of these Protective Covenants, the party in violation shall pay the reasonable attorney's fees of the Association and/or the Declarant.

Failure to Enforce Not a Waiver of Rights.

7.05. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the Protective Covenants shall be held to be a waiver by that party of (or an estoppel of the party to assert) any right available to him upon the recurrent or continuous nature of said violation or the occurrence of a different violation, nor shall there be construed upon the Declarant a duty to take any action to enforce the Protective Covenants.

Severability.

7.06. Invalidation of any one of these Protective Covenants by judgment or court order shall in no way affect any other provision. Any and all provisions not invalidated shall remain in full force and effect.

**ARTICLE VIII
EASEMENTS**

8.01 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The plat shall designate the owner of each easement. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installations and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner, Lessee, Licensee or Occupant of such lot, except for those improvements for which a public authority or utility company is responsible.

8.02 Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment, gas sewer, water cable television or other public



conveniences or utilities on, in or over seven and one-half (7 1/2) feet along each side lot line of each lot, all Common Properties and such other areas as are shown on the applicable plat; provided further, that Declarant and/or Dekalb County, Georgia may cut drainways for surface water, landscape and other construction wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance, or to meet governmental requirements. These easement and rights, expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any Licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

**ARTICLE IX
LIMITATION OF LIABILITY**

Plan Approval.

9.01. Neither the Declarant nor its successors or assigns nor the Committee nor any member thereof shall be liable on damages to any Owner, Lessee, Licensee or Occupant or their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or nonenforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, Lessee, Licensee or Occupant and their successors and assigns, by acceptance of a Deed, waives and release the right to bring any action, proceeding or suit against Declarant, the Committee and all members thereof to recover damages.

Construction.

9.02. Where plans are approved by the Committee, (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgment of consent by the Committee to the improvement being constructed in accordance therewith, and shall not, in any way be deemed to imply any warranty, representation or approval by the Committee, the Declarant, its successors and assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

**ARTICLE X
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Membership.

10.01. The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any parcel which is subject by Protective Covenants to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Voting Rights.

10.02. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all of those Owners as defined in Section 10.01 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership in Section 10.01. When more than one person holds such interest, all such persons shall be Members and 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 such lot.

Class B. Class B Members shall be the Declarant. The Class B Member shall be entitled to three votes for each lot that entitles a Class A member to one vote. The Class B member shall always have, therefore, three times the number of votes of the total of Class A

members.

When HUD/VA Prior Approval Required.

10.03. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, requires HUD/VA prior approval as long as there is a Class B membership.

**ARTICLE XI
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Members' Easements of Enjoyment.

11.01. Subject to the provisions of Section 11.03, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every parcel.

Title to Common Properties.

11.02. The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provisions herein, the Declarant hereby covenants, that it shall convey the Common Properties to the Association not later than March 31, 2002.

Title to Common Properties.

11.03. The rights and easements of enjoyment created hereby shall be subject to the following:

11.03(a) the right of the Association, as provided in its Articles and By-Laws, to suspend enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

11.03(b) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

11.03(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless ratified by two-thirds (2/3) vote of the membership represented at such meeting (each Member shall have one vote for each lot owned), called specifically for such purpose and provided that written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and

11.03(d) the common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer); and

11.03(e) if ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement; and

11.03(f) the right of the Association to establish rules for the right of use and enjoyment of all Common Properties; and

11.03(g) Absolute liability is not imposed on lot owners for damage to common area or lots in the Planned Unit Development; and

11.03(h) the right of the Declarant, or its assigns, to use such properties, to effect real estate sales, including the operation of a sales office, provided the Declarant, or its assigns, shall pay all costs relating thereto; and

11.03(i) a Member may assign his rights to the benefits of membership, except voting rights, to a person who is renting or leasing a living unit; and

11.03(j) the reservations and easements enumerated in Article VIII.

ARTICLE XII COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien for Assessments.

12.01. Each Owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each assessment is being made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall be a lien on the said lot pursuant to O.C.G.A. § 44-3-220 *et. seq.*, and also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Purpose of Assessments.

12.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property subject to these Protective Covenants and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the improvements situated upon the property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as the specific powers given to the Association as designated in those Protective Covenants, (i.e., those specified in Article IV). Such improvements include a fence which may be located in the public right-of-way.

Basis and maximum of Annual Assessments.

12.03. The annual assessment shall not be more than ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot, adjusted annually by changes in the Consumer Price Index as published by the U.S. Department of Commerce. The Board may, after consideration of the current maintenance and other costs of the Association, fix the actual assessment for any year, up to the maximum designated above. If such assessment is not made by the Board on or before April 1 of any year, the annual assessment for the year shall be the same as for the preceding year.

Special Assessments for Capital Improvements

12.04. In addition to the annual assessments authorized by 12.03 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Properties or public rights-of-way, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Declarant shall not be entitled to vote on such assessment.

12.05. Subject to the limitations of Section 12.03 hereof, and for the periods therein specified, the

of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Declarant shall not be entitled to vote on such assessment.

Special Assessments for Capital Improvements.

12.05. Subject to the limitations of Section 12.03 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 12.03 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Quorum for any Action Authorized Under Sections 12.04 and 12.05.

12.06. The quorum required for any action authorized by Sections 12.04 and 12.05 hereof shall be as follows: at the first meeting called, as provided in Sections 12.04 and 12.05 hereof, the presence of the Members, or of the proxies, fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 12.04 and 12.05 and the required quorum at any such subsequent meeting shall be one-half (½) of the required at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Date of Commencement of Annual Assessments. Due Dates

12.07(a). The annual assessments provided for herein shall commence upon the date of the deed of conveyance from Declarant to the Owner/Class A Member. Any annual assessment shall be prorated for the first year if necessary.

12.07(b). The assessments for any year, after the first year, shall become due and payable on the first day of April and shall become delinquent ten (10) days thereafter.

12.07(c). The due date of any special assessment under Section 12.04 hereof shall be fixed in the resolution authorizing such assessment.

Duties of the Board of Directors of the Association.

12.08(a). The Board shall fix the date of the commencement and the amount of the assessment against each lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

12.08(b). The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Effect of Non-Payment of Assessment: The Lien: Remedies of the Association.

12.09(a). If the assessments are not paid on the date when due (being the dates specified in Section 12.07 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

12.09(b). If the assessment is not paid by the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner who is personally obligated to pay the same or to foreclose the lien against the property, and the cost of such action shall be added to the amount of such assessment. In the event a

judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

12.09(c). Failure to pay assessments does not constitute a default under an insured mortgage.

Subordination of the Lien to Deeds to Secure Debt.

12.10. The lien of the assessments provided for herein, and the liens specified in Articles III, V and XIII, shall be absolutely subordinate to the lien of any deed to secure debt or other financing instrument now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property owner from liability for assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any deed to secure debt or other financing instrument, irrespective of when such deed to secure debt or other financing instrument was executed and recorded.

Exempt Property .

12.11(a). The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein: (i) all properties to the extent of any utility or drainage easement, except the easements defined in Article VIII; (ii) all Common Properties as defined in Article II hereof; (iii) all properties exempted from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemption.

12.11(b) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE XIII
EASEMENTS AND COVENANTS RUNNING WITH LAND**

13.01. The rights, easements, covenants and restrictions herein established for the benefit of any lot shall run with, and be appurtenant to title to such lot and shall be burdens upon every other lot within MEADOW GLENS SUBDIVISION, run with title to all such lots, and bind Declarant, its assigns and successors in title with respect to each of such lots, and all Owners, Lessees, Licensee or Occupants of such lots.

**ARTICLE XIV
AMENDMENT OF PROTECTIVE COVENANTS**

14.01 Declarant reserves and shall have the sole right:

14.01(a) to amend these Protective Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

14.01(b) to include in any contract or deed subsequent Protective Covenants, or other instruments hereafter made with respect to portions of MEADOW GLENS SUBDIVISION then owned by Declarant, any additional Protective Covenants applicable to the said land then owned by said Declarant which do not lower standards of the Protective Covenants herein contained and,

14.01(c) to release any lot from any part of the Protective Covenants, (including without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto), if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation. In addition, these Protective Covenants may be amended when approved by Declarant and two-thirds (2/3) of the Owners.

IN WITNESS WHEREOF, said Declarant has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed, and attested buy its Secretary, this ____ day of _____, 2003.

Signed, sealed and delivered
in the presence of:

Declarant:
THE KNIGHT GROUP, INC.

EXHIBIT "A"

LEGAL DESCRIPTION OF MEADOW GLEN SUBDIVISION, UNIT TWO

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 11, 12, 27, and 28 of the 9-F District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at Meadow Glen Parkway (60' r/w), and Meadow Glen Drive (50' r/w), continuing on the southern right of way of Meadow Glen Parkway (60' r/w) northwesterly 657.45 feet to an iron pin set, thence running South 09°27'30" West a distance of 11.63 feet and being the true POINT OF BEGINNING, thence running South 09°27'30" West a distance of 104.94 feet to an iron pin set, thence running South 50°45'33" West a distance of 162.72 feet to an iron pin set, thence running South 42°23'40" West a distance of 240.0 feet to an iron pin set, thence running South 26°51'47" East a distance of 225.62 feet to an iron pin set, thence running South 14°54'55" West a distance of 115.96 feet to an iron pin set, thence running South 49°09'31" West a distance of 106.81 feet to an iron pin set, thence running North 85°56'40" West a distance of 130.82 feet to an iron pin set, thence running North 47°36'20" West a distance of 899.30 feet to an iron pin set, thence running North 42°23'40" East a distance of 30.0 feet to an iron pin set, thence running North 47°36'20" West a distance of 100.0 feet to an iron pin set, thence running North 21°38'35" West a distance of 55.61 feet to an iron pin set, thence running North 47°36'20" West a distance of 100.0 feet to an iron pin set, thence running North 42°23'40" West a distance of 103.48 feet to an iron pin set, thence running North 01°13'10" West a distance of 400.16 feet to an iron pin set, thence running North 11°30'35" West a distance of 112.34 feet to an iron pin set, thence running North 77°17'09" East a distance of 295.46 feet to an iron pin set, thence curving to the left having a chord bearing of North 75°02'07" East a chord distance of 143.32 feet being subtended by an arc distance of 143.36 feet, having a radius of 1,825.0 feet to an iron pin set, thence curving to the left having a chord bearing of South 32°38'12" East, a chord distance of 225.85 feet, being subtended by an arc distance of 227.53 feet, having a radius of 540.00 feet to an iron pin set, thence running South 47°35'04" East a distance of 54.96 feet to an iron pin set, thence running South 49°51'37" East a distance of 819.95 feet to an iron pin set and the true POINT OF BEGINNING.

Said tract containing 24.028 acres according to the Final Plat of Meadow Glen Unit Two, Land Lot 12, 11, 27, and 28, 9-F District, Fulton County, Georgia, by Delta Surveyors, Inc., August 15, 2000.

Deed Book 23471 Pg 31B
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia