

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR

STATION POINTE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is hereby made, published this _____ day of _____, P.M. Developers, INC., a S. Corporation (hereinafter the "Developer" or Declarant").

COVENANTS, USES AND RESTRICTIONS

1. APPLICATION. It is expressly stipulated that the Restrictive Covenants and Condition set forth hereafter, apply to the Property described as Station Pointe, which Property is intended for use as single-family residential lot
2. RESIDENTIAL USE.
 - A. All of the Lots in the Development shall be, and be known and described as, residential lots and no structure shall be erected or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.
 - B. "Residential" refers to a mode of occupancy as opposed to "business" or "commercial" or "mercantile" activity, and except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon
3. NO MULTI-FAMILY RESIDENCES, BUISNESS. No residence shall be designed, patterned constructed or maintained to serve or for the use of more than one single family, and no residence shall be sued as a multiple family Dwelling Unit at any time. No trade or business may be conducted in or from the Dwelling Unit, except that an owner or occupant residing in a Dwelling Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive uses, or threaten the security of other residents of the Property, as may be determined in the sole discretion of the Developer.

4. MINIMUM SQUARE FOOTAGE. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the minimum number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, garages or basements, set forth in this section. For the purposes of this Section, stated Square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the Dwelling Unit, exclusive of porches, decks, garages and steps.
 - A. A single level home with or without a basement shall have no less than One Thousand Six Hundred (1600) square feet of living space, with a two car attached garage or a garage in the basement.
 - B. All one and half story, excluding basements, shall have a minimum of One Thousand Four Hundred (1400) square feet on main level, with an attached two car garage.
 - C. All two story, excluding basements, shall have a minimum of One Thousand One Hundred (1100) square feet on main level, with an attached two car garage.
 - D. No split foyers shall be allowed.
5. SETBACKS. No building shall be erected on any Lot nearer than thirty-five (35) feet to the front Lot line, and twenty-five feet to any side line or nearer than fifteen (15) feet to any interior Lot line. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to zoning laws and regulations applicable thereto.
6. RIGHT OF RESERVATION. The undersigned reserve the right at any time to modify or change setback restrictions with respect to any lot in the event of a minor violation of the same caused by inadvertence or by the irregular shape of acknowledged and recorded shall be conclusive and binding upon all parties that the violation is minor in nature and caused by inadvertence or was necessitated by the irregular shape of the particular lot and that the new set-back restrictions contained in such instrument are controlling for that particular lot over any contrary set-back provisions contained in this instrument. Such modification or change shall be applicable only to the specific lot or lots designated in such instrument.
7. REARRANGEMENT OF LOT LINES. Not more than one Dwelling unit shall be erected or maintained on any one Lot. With written approval of the Developer or the Board, contiguous Lots may be combined if Lots have the same owner, for the purpose of erecting an approved Dwelling Unit thereon.

8. RAINWATER DRAINAGE. Catch basins in drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Developer, may obstruct or redirect the drainage flows after location and installation of drainage, swales, storm sewers or storm drains. Silt fencing and /or straw shall be used during construction to prevent dirt runoff onto roads. Gravel drives shall be used during construction prior to the paving of the driveway.
9. UTILITY EASEMENT. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

ARCHITECTUAL CONTROL

1. ARCHITECTURAL AND DESIGN REVIEW.

- A. No Dwelling Unit shall be erected, placed, added to, remodeled or altered and no grading or other improvement shall be made to any Lot nor shall construction be permitted to commence on any Dwelling Unit, other building, structure, fence, or structures of any type by an Owner or Builder on any Lot, until said Owner or Builder shall submit and receive written approval for a new home.
- B. Builder or Owner shall submit to the developers for approval at least fifteen (15) day prior to the proposed date of construction a complete set of Plans and Specifications. Plans and Specifications shall have any and all intended additions or changes marked clearly in red.

The Developers or their agents shall give written approval or disapproval within fifteen (15) days of submission. However, if written approval or disapproval of the plans is not given within fifteen (15) days of submission, the plans shall be deemed to have been approved.

BUILDING REQUIREMENTS

1. FOUNDATION. Homes shall be placed over crawl spaces or a full basement. Any and all structures of any kind constructed on any Lot shall have full masonry foundation, no exposed block, concrete or plaster shall be exposed to any exterior grade.

2. EXTERIOR OF FRONTAL ELEVATION. The exterior of the front of the Dwelling Unit must have a minimum of thirty (30) percent brick or stone. No Exterior Insulated Finished Systems, (also know as synthetic stucco or "Sto") or asbestos siding shall be used in construction of any Dwelling Unit or any other structure built on any Lot.
3. ROOF PITCH. Roof pitches shall be at least 8/12 pitch. All roof shingles shall be asphalt or fiberglass three-dimensional shingles.
4. SIDING. Concrete, smooth horizontal wood, vinyl or an-approved equal pre-manufactured clapboard. Artificial, simulated or imitation materials (aluminum siding or simulated brick) are subject to approval.
5. SWIMMING POOLS; SPAS AND HOT TUBS. Swimming pool design, placement and construction shall be subject to approval. All swimming pools shall be in ground. Pools will be fenced for safety as per state and/or local laws.
6. FENCES. No fences shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing the street. Any fences joining Common Properties may be required to be of specific height, material and design. Fences must be approved by Developers. Privacy fences on lots shall not exceed six (6) feet in height and shall be appropriately landscaped. Fences are allowed no nearer the front lot line of the lot than the rear line of the residence. Fences must be vinyl, powder coat aluminum or wrought iron. Chain link fencing will not be permitted. All fence design and construction shall be subject to approval of the Reviewer or Developer.
7. DRIVEWAYS. Each Dwelling Unit shall be served by a driveway constructed of hard surface materials such as concrete, brick or exposed aggregate. Builder or Owner must leave driveway at least three (3) inches higher than the road at the entrance of driveway to allow for the final application of asphalt to be laid and allow for the adequate drainage away from the residence.
8. CURBS. No permanent cuts may be made in the curbs for any purpose other than driveways. Irregular cuts using sledge hammers and the like are prohibited. The Owner of the adjoining Lot shall replace damaged curbs.
9. GARAGES. Each Dwelling Unit must have at least a two car garage constructed at the same time as the Dwelling. No carports or detached garages will be permitted. Garage doors may face the street that the Dwelling Unit fronts. The inside walls of the garage must be finished and painted.
10. LANDSCAPING. Landscaping must be completed before the unit is occupied. Shrubs must be a minimum of twenty-four (24) inches in height and a minimum of two (2), two (2) inch diameter trees must be planted in the front yard.

11. ANIMALS. No poultry, livestock or animals shall be allowed of maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, however, that nothing contained herein shall permit the keeping of dogs, cats or other animals for commercial purposed. Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. There shall be no kennels permitted on any Lot for the commercial breeding of domestic pets.
12. UNSIGHTLY CONDITIONS. All of the Lots must, from the date of purchase be maintained by the Owner or Builder in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. IN the event the Owner of a Lot, including an Owner who is a Builder, fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or the Homeowner's Association (when established) may enter upon said Lot without liability and proceed to put said Lot into a neat and orderly condition, billing the cost of such work to the Owner. All owners in the Development shall keep cars, trucks and delivery trucks off the curbs of the streets.
13. TANKS AND GARBAGE RECPTACLES. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from any street.
14. NO ANTENNAS. No television antenna, radio receiver or sender or other similar device shall be attached to or installed upon the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development on the front two-thirds (2/3) of any Lot. Any such device is to be restricted to the rear one-third (1/3) of the particular Lot and shall not be unsightly regardless of its location. No such device may be more than ten (10) feet in height.
15. MAILBOXES. Each and every house shall have the same mailbox and post with a light on top of the post. These will be selected by the Developer and each builder shall be made aware of the approved mailbox with light, and where it can be obtained.
16. VEHICLE PARKING. Commercial vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats, or other watercraft, boat trailers and the like shall be parked in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have a current operating license shall not be permitted, except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may

be parked in the driveway of a Lot during daylight hours for such a period of time as is reasonably necessary to provide service or make delivery to a Lot.

17. OCCUPANCY BEFORE COMPLETION. No building unit shall be occupied until the dwelling house has been completed. All homes must be completed within one (1) year of started foundation.
18. DEVELOPER RESERVES THE RIGHT. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers; to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part of the Common properties, and to cause portions of the Common Property Lots to become part of the Lots bordering them.
19. ADDITIONAL LOT DAMAGE. Any damage done to any adjacent or adjoining Lot by a Builder employed to build improvements on a Lot will be repaired immediately at the expense of the Owner or the Builder. Temporary construction support must be provided for the curbs by the Owner or Contractor during time of construction. All construction debris shall be removed daily and the street must be kept clean during construction.
20. PORCHES. All porches on the front of a Dwelling Unit shall have a foundation of concrete blocks covered with brick or stone, and must have concrete surface and steps of brick or stone. No wooden porches, wooden steps or lattice work of any kind shall be on the front porches of any Dwelling Unit.
21. MODULAR, MANUFACTURED OR TRAILER HOMES. No modular, manufactured or trailer homes shall be allowed. Only on the job stick built homes shall be allowed.
22. SIGNS. No signs of any character shall be displayed or placed upon any part of the Subdivision except those advertising the residences that are for sale or for rent and those used by the Developer to advertise the Subdivision during the construction and sales period. Such signs shall not exceed twelve (12) square feet in size nor have an overall height exceeding five (5) feet above ground level. Nothing in the foregoing shall be construed to prevent Developer from erecting a maintaining signs at the entrance of the Development as provided herein.
23. DECKS. A deck shall be located only at the rear of the house unless otherwise approved by the Reviewer or Developer.
24. NON-ARCHITECTURAL IMPROVEMENTS. Any non-architectural improvements on any lot, e.g. playground equipment, basketball backboards, sculptures, garden ornaments, decorative exterior lighting fixtures, etc., shall be located within the building area of the lot, and shall be screened from street views.

25. EXTERIOR AIR CONDITIONING EQUIPMENT. Exterior heating, ventilating and air conditioning (HVAC) equipment shall not be visible from the street. No window air conditioners or "thru-wall" type air conditioners shall be allowed on any residence or garage.
26. DRYING OF CLOTHING, ETC. No clothing, bedding or draperies shall be exposed for airing or drying outside a dwelling on any Lot in such a manner as to be visible from any public street or road or from any other lot.
27. DETENTION POND AREAS. P.M. Developers responsible for all detention pond management until association is formed and in operation. The association shall be responsible for management, operation, and control of detention ponds, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the association.
28. In the event that, for any reason, any one or more of the foregoing protective covenants or restrictions shall be construed by judgments of decree of any court of record to be invalid, such section shall no way effect the other provisions which shall remain in full force and effect. The Developer hereby declares that covenants and restrictions are not interdependent but severable, and any one would have been adopted even without the others.
29. Each and every one of the covenants, conditions and restrictions shall attach to and run with each and every one of the Lots and titles to and estates herein, shall be subject thereto and the same shall be binding upon each and every Owner or occupant of the same until January 1, 2027 and shall be extended automatically to apply to each of said lots for successive periods of twenty (20) years thereafter unless, by action of a minimum of sixty-six and 2/3 (66-2/3) percent of the Owners of the Lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Superior Court Clerk's Office of Walker County, Georgia.

Until the Turnover Date, as defined in Article IV of the By-Laws, Declarant may amend this Declaration in its sole and absolute discretion. After the Turnover Date, Developer may amend this Declaration at any time and from time to time, in its sole and absolute discretion, if such amendment is; (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on a Lot (c) required by an institutional lender or a mortgage agency or purchase mortgage loans on a Lot; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on a Lot subject to the Declaration; or (e) necessary to correct any stenographic, scrivener's or surveyor's error of a like nature, provided, however, any such amendment shall not adversely affect the title to a Lot, unless the Owner thereof consent thereto in writing.

After the Turnover Date and so long as the Developer still owns any part of the property described in Subdivision Plat for development, Declarant may amend this Declaration in its sole and absolute discretion for any other purpose, provided, however, that such amendment shall not materially or adversely affect the rights of any Owner of a lot without the approval of such Owner.

After the Turnover Date, (a) any non-Declarant initiated amendment, or (b) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of a Lot, shall require the affirmative vote (in person or by proxy) or the written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and consent of the Declarant, so long as Declarant owns any portion of the property described in the Subdivision Plat. However, the percentage of affirmative votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Any amendment made prior to or after the Turnover Date shall not be inconsistent with the Declaration.

29. Neither the undersigned, nor any part of the parties claiming under the undersigned, shall or will convey, devise or demise any or either of the Lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same, these covenants, conditions and restrictions shall run with and be appropriate to the said land and every part thereof as fully as it expressly contained in property and obligatory covenant of conditions in each and every contract or conveyance of or any part of the said land of the improvement to be made thereof.

30. If any party shall violate any of the covenants or restrictions herein provided for before January 1, 2027, or within the extended time a hereinbefore provided for, it shall be lawful for the Developer, its successors, heirs or assigns, or any person or persons owning any portion of a Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing or to recover damages or other dues for such violation, including reasonable attorney's fees.

P.M. DEVELOPERS, INC.

By: _____
David W. McCormick, Owner

By: _____
Gregory L. Pickard, Owner

Signed, Sealed, and Delivered
In the Presence of:

Witness

Notary Public