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BY: *Lina Turbida*

Record and return to:
Mr. Charles R. Hughes
P.O. Box 653
Forsyth, GA 31029
FILE No. A65-14935

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CHRISWOOD SUBDIVISION, PHASE III

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for
Chriswood Subdivision, Phase III is made effective as by SPARROW DEVELOPMENT COMPANY,
LLC (hereinafter referred to as "Declarant").

RECITALS

- (a) Declarant is the owner of certain real property located in Monroe County, Georgia, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").
- (b) Declarant intends to subdivide the Property and to grade, fill, excavate, and place a street or streets through the Property so that portions of the Property will be developed by Declarant and others for single family residential purposes (hereinafter referred to as the "Development").
- (c) Declarant desires to subject the Property to the covenants, restrictions, and easements herein made to provide for the development of the Property in an orderly manner with appropriate architectural, landscaping, and maintenance controls to maintain the value, aesthetic appearance, and architectural harmony of the Property during and after development for a time.

DEFINITIONS

The terms of this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below:

- (a) "ACC": Architectural Control Committee as described in Paragraph 7.
- (b) "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by

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the Declarant and may be more specifically determined by the Board of Directors and the ACC.

- (c) "General Assessment": Assessments levied on all Lots subject to assessment under Paragraph 28 to fund Common Expenses for the general benefit of all Lots, collected annually by Declarant.
- (d) "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.
- (e) "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

AGREEMENT

NOW, THEREFORE, Declarant hereby declares and consents that the Property is and shall be held, transferred, assigned, sold, conveyed, leased, rented, mortgaged, occupied, used, and otherwise disposed of subject to the covenants, restrictions, conditions, easements, charges, and liens as hereinafter set forth.

1. LAND USE and BUILDING TYPE.

- (a) The Property shall be used solely for single-family residential purposes.
- (b) No structures shall be erected, altered, or permitted to remain on any subdivision lot other than one single detached building for a single-family residence, a private garage for not less than two cars, in addition to such servant's or guest quarters, recreational facilities (if approved by the Architectural Control Committee in its sole discretion), and like structures erected for the pleasure and convenience of the occupants of said single residence.
- (c) No structure shall exceed two (2) stories in height above its front ground line.
- (d) No building constructed elsewhere shall be moved to, placed or maintained on any lot.
- (e) No dwelling house constructed on any subdivision lot shall be in any manner occupied until it shall have been substantially completed, which is defined to mean that construction on the house has been completed, all interior and exterior painting finished, all utilities hooked up to the dwelling, all appliances installed, and all driveways and walkways installed with final approval by applicable governing authorities.
- (f) Before moving into a dwelling, Owner must present the Certificate of Occupancy or other authorized documentation by Forsyth/Monroe County to Declarant.
- (g) The work of construction of any building or structure on any subdivision lot shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.
- (h) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any subdivision lot. Declarant is permitted to place a temporary mobile unit/sales office on one designated lot of the Property to be removed by Declarant when construction activities are terminated or sooner.
- (i) All building sites in the tract shall be known and described as residential building sites.
- (j) All fences must be approved by the Architectural Control Committee ("ACC") as to fence locations and type. Chain link fences are only permitted out of view and/or to the rear of the residence.
- (k) No animals, livestock, pigs, or poultry of any kind other than house pets shall be kept or maintained on any subdivision lot. Dogs and cats may be kept upon any subdivision lot provided that they are not kept, bred, or maintained for any commercial use or purpose. No more than three (3) dogs or cats combined per household may be kept upon any subdivision

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lot, consisting of two (2) animals of one variety and one (1) animal of the other variety or three of the same variety. All dogs must be confined to the subdivision lot and, if retained in a pen, the pen area must be screened by landscaping from view. No dogs of a vicious nature shall be kept or maintained on any subdivision lot. Animal pens shall not be comprised of chain link unless hidden according to subparagraph J above.

(l) No illegal, noxious, and/or offensive activity shall be carried on upon any subdivision lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any residents. No trash, paper, garbage, construction debris, trees, limbs, or refuse of any kind shall be dumped on other subdivision lots or adjoining lands, nor left on the property after storms. The discharge of firearms in all areas is prohibited.

(m) Trash receptacles are to be hidden from sight and not able to be viewed from the road.

(n) No clotheslines except spindle type shall be permitted, and then only to the portion of the lot to the rear of the house.

(o) Greenhouses will be permitted upon any subdivision lot upon the consent of the ACC.

(p) No plumbing or heating vents shall be placed on the front side of the roof of any dwelling. All vents from the roof are to be painted black or a color consistent with the roofing material.

(q) No concrete block shall be left exposed after completion of construction of any dwelling. No raw (unpainted wood) shall be left exposed after construction completion except treated wood as for decking.

2. **DWELLING SIZE.** The heated and cooled living area of any dwelling to be used as a residence shall not be less than the following designated area, exclusive of porches, patios, attics, basements, unheated rooms, verandas, breezeways, and garages:

(a) **Single Story:** Minimum of 2,300 square feet of heated area.

(b) **Two-Story:** Minimum of 1,300 square feet on the ground floor, with a minimum total square footage of 2,500 square feet of heated area.

The Architectural Control Committee is composed of Charles R. Hughes and Laurel T. Hughes and shall be fully authorized to grant exceptions to the provisions of this paragraph.

3. **ROOF PITCH and ROOFING.** Dwellings shall have a minimum of an 7/12 pitch (and no less). Roofing materials shall be a minimum of 30-year architectural shingles, or comprised of tin, cedar shakes, roofing tile, or slate. Combinations of roofing materials are not permitted.

4. **CONSTRUCTION MATERIALS.** All fronts and sides of dwellings shall be of brick, stucco, stone, or cedar shake (or a combination of these materials). Fabricated cement panel or plank (e.g., HardiPlank or equal) shall be used on rear walls only, if used at all. Vinyl and aluminum siding are not permitted on any part of the dwelling; however, vinyl soffit material is permitted. No out buildings shall be erected of metal or be commercial in nature and shall conform in nature to the appearance of the home.

5. **PARKING and DRIVEWAYS.** No dwelling house shall be erected without providing an enclosed parking garage within the dwelling house or detached from the dwelling house sufficient in size to store not less than two (2) with garage doors. There shall be ample room from landing and steps to enter the house in the case of an attached garage. Garage doors shall not face the street upon which the dwelling house faces. Corner lot homes must position garage doors at the rear of the home. A paved driveway made of concrete (including a turnaround) shall extend from the street to the garage door opening(s). Driveway(s) and walkways must be completed prior to occupancy of the dwelling.

6. **MAILBOXES.** Each homeowner shall be responsible to purchase the authorized mailbox and lamp that will match every dwelling in Chriswood Subdivision Phase III. The ACC will supply the

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name and contact information for the authorized mailbox model number and manufacturer from which to directly order and purchase the mailbox unit. Homeowner is responsible to have the mailbox set in cement at the designated location and height requirements set by the U.S. Post Office at the street front of the dwelling and electrically connected no later than 30 days from moving into the dwelling. No brick, stone, concrete block, of any manufactured materials and of a massive type design shall be permitted at the driveway entrance(s). Natural landscaping, plants, shrubs, and decorative trees are permitted and encouraged.

7. **ARCHITECTURAL CONTROL.** No building, structure, fence or wall shall be erected, placed, replaced or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the ACC as to the quality of workmanship and materials, harmony of exterior design with existing and planned structures and as to location with respect to topography and finish grade elevations. More specifically, the ACC shall be furnished for approval, prior to the beginning of any construction the following:

- (a) Site plans to scale showing the location of all structures, driveways, and walk indicating original and finished elevations;
- (b) The street line upon which the main residential structure faces;
- (c) Construction plans to scale including floor plans, elevations, stairwells, and square footages;
- (e) Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on the site;
- (f) The exterior paint scheme for approval prior to any exterior paint work being carried out and selections of brick, stone, and/or other materials.

The approval or disapproval of the ACC is required in these covenants and shall be in writing. In the event the ACC, or its designated representative(s) fails to approve or disapprove submitted plans and specifications within thirty (30) days after the submission of same, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, or if the ACC or its designated representative fails to approve or disapprove the proposed exterior paint scheme within ten (10) days after the submission of same, approval will not be further required and the related covenants shall be deemed to have been fully complied with; provided, that the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenant.

Notwithstanding the foregoing, the erection of a fence or wall or any structure nearer to any street or public roadway than a line parallel with the rear wall of the main part of the residence constructed on the lot and projections thereof to the side lot lines must in all events be approved in writing by the ACC and the failure of the ACC to approve or disapprove the same within thirty (30) days or to file suit for injunction as set forth above shall not result in the covenants being deemed to have been fully complied with. The ACC shall have no responsibility to verify that any proposal that comes before it complies with any zoning, building, or other laws, rules or regulations. It remains the responsibility of the general contractor and/or Owner to present correct building plans as to sizes and measurements and is not the responsibility of the ACC to verify building plans, surveys, floor plans, stairwell drawings and the like that are presented to them for approval.

8. **BUILDING LOCATION.** The following building location rules hold:

- (a) No building on any subdivision lot shall be erected nearer to the front line, the side lines or the rear line of such lot than the distance shown on the recorded plat of such lot.
- (b) The sideline setback for each building lot is twenty (20) feet, provided there shall be no less than fifty (50) feet between dwellings on adjoining lots.
- (c) No outbuilding shall be erected on any subdivision lot forward of a line that extends along a projection of the rear line of the dwelling.

(d) All structures, including but not limited to the main residential structure and including those constructed on corner lots, shall face in the direction of the street or other line as shown on plans approved by the ACC.

(e) Notwithstanding anything to the contrary, no building shall be so situated as to constitute a violation of the applicable zoning and/or building regulations of Forsyth/Monroe County in which the Property is located.

(f) So long as title to any lot and an adjacent portion or portions of an adjacent lot, or adjacent lots, are in the name of the Owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned.

Any and all restrictions in this paragraph are subject to revision by and with the written consent of the ACC where, by reason of the contour of any particular lot, the building costs would be materially affected, by strict compliance with such building line requirements or where by reason of such contours, the appearance of the development would be adversely affected or for any reason satisfactory to the ACC.

9. **SUBDIVIDING OF LOTS.** No lot shall be subdivided for sale or otherwise, so as to reduce the total lot area shown on the recorded maps or plats. No street shall be extended into or connected with adjoining properties except by written consent of the ACC, it being the will and intent of the ACC that certain streets as designated on the plat shall remain dead end (cul-de-sac or otherwise) drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the ACC.

10. **EASEMENTS.**

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract or purchase.

(b) Declarant reserves an easement in and right at any time in the future to grant a fifteen (15) foot right-of-way over, under, and along the rear line of each subdivision lot and a ten (10) foot right-of-way over, under and along the front line of each subdivision lot and along the outside of the boundaries of any easements set aside for future streets for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary or useful for furnishing electric power, gas lines, telephone and/or cable service, or other sewerage service. No dwelling house, garage or carport, outbuilding, patio, drive, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public, quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utility corporations and Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and wherefrom and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved or may hereafter be reserved.

(c) Declarant reserves a ten (10) foot strip along the rear and sides of all subdivision lots for drainage purposes, said easement being within the fifteen (15) foot easement referred to in Subparagraph (b) above.

(d) Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

(e) Declarant reserves any other easements shown on the recorded plat of the Property.

11. **NUISANCES, ANNOYANCES, and PROHIBITED ACTIVITIES.**

(a) No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any resident thereof.

(b) No temporary building, mobile home, tent, shack, garage or carport, recreational vehicles, barn, or other outbuilding erected or parked on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development or refining operations, mining, quarrying, or operation of sand and gravel pits; no soil removal or topsoil stripping or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel pump(s) may be maintained on the premises. No fuel may be dumped on the premises.

(e) No above ground tanks of any type shall be maintained on the premises, except that private water tanks holding water drawn from private wells on the premises must be installed under or inside dwellings. No more than one private water well is permitted per lot and must be located at least 20 feet from side lines and 50 feet from back or front property lines. All water wells must be approved and permitted by the Department of Health of the governing agency of the municipality and/or Monroe County and drilled and installed according to their requirements including specified distances from septic tanks.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no vehicle repairs of a major nature may be carried on upon the premises. No lot or yard may be used as a parking area for heavy equipment such as excavating, grading or tractor equipment or heavy trucks such as school buses, transport trucks and trailers, or dump trucks and the like. Pickup trucks are acceptable. No vehicle tires shall be left on the premises in view. Recreational vehicles and boats must be housed and not visible from the street.

(g) No outside radio, television antenna or satellite dish may be placed upon the premises unless it is approved in advance by the ACC. All satellite dishes must be located on the back or sides of the roof or screened by appropriate plantings and otherwise be unobtrusive. Consideration of satellite dishes must be taken as to size and direction for receiving signals.

(h) No window air conditioning units are permitted.

(i) All playground equipment shall be placed on the rear of any subdivision lot. No skate board ramps, gas or electric cart ramps or the like will be built without the approval of the ACC.

(j) All boats, boat trailers, motor homes, travel trailers and campers shall be kept in a garage or parked to the rear of the property and screened by shrubbery so they are minimally visible from the street upon which such dwelling fronts. Any such equipment which ceases to be operable and/or is no longer used on a regular basis must be removed from the lot and the subdivision.

(k) No structures of any kind will be built, or fixtures or objects placed on any lot without prior approval of the ACC as to location, design, external appearance, and harmony with existing standards of Christwood Phase III.

(l) Suitable soil erosion control devices and screens shall be installed and maintained during construction of any dwelling so as to restrict the flow of storm water and silt from the site onto adjoining properties or streets.

(m) From and after the date of the first purchase of each lot from the Declarant/Developer, there shall be maintained on each building lot a grassed area extending from the edge of the asphalt pavement constituting the roadway upon which the lot fronts to the interior side of the ten foot utility easement within the building lot front line. From and after the date of completion of construction of a dwelling on a building lot, there shall be maintained and landscaped on such lot a grassed front yard all the way to the edge of the asphalt street. Homeowner shall be responsible to cut this area on a regular basis and maintain a clear drainpipe at the driveway (if any) from weeds, grass, rocks, debris and the like.

(n) Landscaping shall be planted within four (4) months following the completion of construction of each dwelling and maintained on a continuing basis.

(o) It is anticipated that the driveway serving each dwelling shall extend over a storm water drainage ditch adjacent to or within the public right-of-way upon which each dwelling lot shall front. The owner of each dwelling agrees to purchase and install a drainage system at the driveway within such drainage ditch in accordance with the plans and specifications maintained by the Monroe County Road Department. All pipes must be 24' long with a diameter of 8" (specifications as of March 2005), with tapered ends, and installed exactly as this governmental agency requires.

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(p) No motorized vehicle including four-wheelers, go-carts, dirt bikes, and the like may be driven or ridden in an unsafe manner of with disregard for the safety of others and pets or in such manner as to cause damage to any property or the right-of-ways. No loud noises are permitted from such vehicles.

(q) No tree exceeding eight (8") inches in diameter at breast height (dbh) shall be removed without the consent of the ACC except trees that are diseased, storm-damaged, or dead and trees that may for any reason be subject to falling and causing injury or damage. These may be removed without notice to or consent of the ACC. Except as otherwise provided, any good trees of this size (8" in diameter dbh) that are removed without the consent of the ACC shall be replanted within thirty (30) days with trees of acceptable size and species.

(r) Each homeowner of dwellings within the subdivision is encouraged to refrain from leaving outside lights on during the evenings and night. The use of security or yard lights which operate on a photocell or time clock (e.g., a post lamp six to eight feet tall located at the intersection of sidewalk and driveway) are encouraged as is the use of the mailbox lamp at night. The use of motion detector security lights at the garage or patio area are also acceptable.

12. SIGNS and SEASONAL DECOR. No sign of any kind or character shall be displayed to the public view of any lot except one professional sign of not more than five (5) square feet in area (standard real estate sign size) for advertising the property for sale or signs with similar size limitations for temporary use by a builder to advertise or identify the property during the construction and sales period and a typically sized sign providing notice that the dwelling is protected by a security system. This restriction shall not prevent the use of ornamental markers bearing the name or property address of the occupants of each lot if desired. Seasonal decorations (Christmas, Easter, etc.) shall not remain over two weeks after the holiday has passed and are to be kept out of sight after that period. Holiday lights shall not be permanently attached to roof eaves, yard trees, bushes, or the like.

13. SIGHT DISTANCE at INTERSECTIONS. No hedges or shrub plantings that obstructs sight lines at elevations between two to six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines. In the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. GARBAGE and REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. No garbage or other waste shall be kept on said premises except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be located in the rear of the main residence structure out of sight from the street or adjacent properties except to make same available for collection for the minimum time necessary or unless otherwise ordered by any governmental division, unit, body or authority having jurisdiction. No trash or garbage shall be burned or buried on any lot.

15. SEWERAGE DISPOSAL.

(a) Individual sewerage disposal shall be permitted, provided that any such system shall be designed, located and constructed in accordance with all applicable local and state requirements, standards, codes, and recommendations. No such system shall be installed without first obtaining any and all necessary permits.

(b) In the event that, during the term of these covenants any public or private entity shall install a sewerage collection system for the entire subdivision, the owner(s) of any lot(s) which shall then have an individual sewerage disposal system shall not be required to be connected to the subdivision sewerage collection system, subject to any applicable law or regulation. Such owner(s) shall pay the cost of making such connection including any tap-on fees required.

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16. DECLARANT'S RIGHTS. In addition to all other rights granted to Declarant by this Declaration, the Declarant shall have such general easements, rights, and privileges as may be necessary to carry out the construction of the property submitted to this Declaration, and shall have the right to generally go on, upon, across, and over the property including the grounds of an lot provided that substantial disruption of the landscape shall be replaced by the Declarant.

17. DRAINAGE DITCHES. On those lots having a drainage ditch or ditches, either natural or manmade, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot(s). Such ditch or ditches may, however, be enclosed with culvert pipe of size, capacity and installation approved by the city or county engineer, provided that such enclosure does not change the volume of water normally flowing in said ditch or ditches or so concentrate such flow of water as to cause damage to any other property owner or owners within such subdivision.

18. GOOD CENTS DEVELOPMENT. Each dwelling on the property shall be built so as to comply with the "Good Cents" program (or like program) of *Central Georgia Electric Membership Corporation* as the same may exist from time to time. The owner of each dwelling does hereby agree with the Declarant that such dwelling owner shall pay the Declarant any sum which Central Georgia Electric Membership shall charge Declarant as a result of any such dwelling not complying with their "Good Cents" program.

19. TERM. These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of all purchasers and all persons claiming under them for the period of time provided by some of Section 44-3-60 of the Official Code of Georgia Annotated, with the term to be automatically renewed as provided therein.

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

21. BINDING NATURE. This agreement shall be binding upon and shall inure to the benefit of the undersigned, its successors, successors-in-title and assigns, and upon and between the several successors, successors-in-title and assigns of subdivision lots located within the Property subjected hereto and upon the terms and conditions hereof.

22. EXEMPTIONS. Whenever any lot subject to the provisions hereof is owned by the same person or persons as any adjoining or abutting lot, the ACC shall be authorized to grant such exemptions and/or exceptions from the applicability of these restrictions with respect to such lot or lots as may be consistent with treating such adjoining or abutting lots as a single lot. For example, if the owner of two (2) adjoining lots desires to build a garage on one lot and his principal residence on an adjoining lot, the ACC may at its discretion authorize such owner to do so. The ACC may condition any such grant in any way that it deems proper including, but not limited to, requiring such owner to enter into a written contract or covenant in recordable form acknowledging and agreeing that such exemption and/or exception will cease if ownership becomes divided and/or if the structure or facility permitted by the exception is not adequately maintained and/or screened, and/or otherwise conditioning the grant. Any exception or exemption granted hereunder shall be narrowly construed.

Any grant of an exception or exemption under this paragraph must be made by the ACC in writing and its failure to approve or disapprove within thirty (30) days shall not be deemed to be an approval of the requested exception and/or exemption, nor shall failure to file suit for injunction prior to completion of construction be deemed such an approval or result in these restrictions being deemed to have been fully complied with, or estop any person from enforcing these restrictions.

23. **APPLICABILITY.** These covenants shall not apply to any property not herein specifically described. Any area shown on the subdivision plat, but not subdivided into numbered lots shall not be subject to the foregoing restrictions. Notwithstanding the foregoing, other property may be subjected to the provisions hereof by an amendment hereto executed by the Declarant and filed upon the deed records of the County in which the Property is locate.

22. **ENFORCEMENT.** Declarant or any owner shall have the right to enforce the covenants and restrictions contained herein and of any other provision hereof by an appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, conditions, restrictions, or other provisions, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by Declarant or any other to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

23. **AMENDMENT.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, code, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment(s) is required to obtain the approval of this Declaration by an institutional lender (such a bank, savings and loan association, or life insurance company or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporations) to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency such as the Veterans Association, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. By acceptance of delivery of a deed conveying any subdivision lot within the Property, each owner thereof appoints and constitutes the Declarant its agent and attorney-in-fact for such purposes.

24. **ARCHITECTURAL CONTROL COMMITTEE (ACC).** The Architectural Control Committee is composed of CHARLES R. HUGHES and LAUREL T. HUGHES. A majority of the ACC may designate a representative to act for it. As long as it owns any lot subject to the provisions hereof, the Declarant shall have full authority to remove any member of the ACC. In the event of death, removal or resignation of any member of the ACC, the Declarant shall fill the vacancy within ten (10) days; should it fail to do so, the remaining member or members of the ACC shall be so empowered. If there are no remaining members, a new ACC shall be appointed by a vote of two-thirds (2/3) of the owners of the subdivision (Chriswood Subdivision Phase III). Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant, except that Declarant may elect to pay reasonable compensation covering time involved by any member of the ACC or its representative who is an independent architect.

25. **OWNER'S RESPONSIBILITY.** Each Owner shall maintain his or her Lot and all structures, parking areas, sprinkler and irrigation systems, landscaping and other flora, timely mowing and de-weeding, and other improvements on the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents. Each Owner shall maintain the driveway and mailbox serving his or her Lot and all landscaping located in the right-of-way immediately adjacent to the Owner's Lot. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance incurred by the Association against the Lot and the Owner in accordance with these Covenants and Restrictions, Declarant may assess all costs incurred to maintain or repair against the Owner and shall give reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry in this case, shall not constitute a trespass.

26. GOOD REPAIR. The owner(s) of each building lot or dwelling within the subdivision shall maintain all landscaping, cut grassed areas, and keep all improvements clean and in good repair and condition.

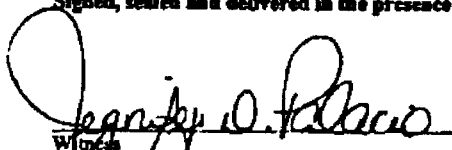

27. WELL and TANK HEADS. The owner(s) of all building lots and dwellings within the subdivision shall keep all above ground piping associated with the use of underground wells and underground gas tanks tastefully landscaped and shielded from view and in a safe condition.

28. HOMEOWNERS' ASSOCIATION. There is no homeowners' association for Chriswood Subdivision, Phase III. Declarant reserves the right to invoice lot owners at the initial rate of \$75.00 per lot, per year for the maintenance of both entries to the subdivision and for any other needed maintenance for common areas. Chriswood Phase III is not now, nor will be, connected to Chriswood Phases I and II regarding their separate homeowner's association, officers, or Covenants and Restrictions which differ from those recorded by Chriswood Phase III.

IN WITNESS WHEREOF, Declarant has hereunto set its hand through its duly qualified corporate officers and affixed its corporate seal, as of May 26, 2006.

Signed, sealed and delivered in the presence of:

DECLARANT:
SPARROW DEVELOPMENT CO., LLC


Witness



By: Charles R. Hughes, Managing Member

Notary Public, State of Georgia

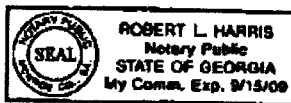


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 210 & 211 of the 6th Land District of Monroe County, Georgia, and being known and designated as LOTS 1-17 and 20-31, CHRISWOOD SUBDIVISION, PHASE III, according to that certain plat of survey entitled "FINAL PLAT PHASE III CHRISWOOD SUBDIVISION", prepared by Robert O. Jordan, Surveyor, dated December 5, 2005, and recorded in Plat Book 28, Pages 125-127, Clerk's Office, Monroe Superior Court, which plat is by this reference incorporated herein and made a part of this description.

All that tract or parcel of land lying and being in Land Lot 210 of the 6th Land District of Monroe County, Georgia, and being known and designated as LOTS 18 and 19, CHRISWOOD SUBDIVISION, PHASE III, according to that certain plat of survey entitled "SURVEY FOR: RAY HUGHES PHASE III CHRISWOOD SUBDIVISION", prepared by Robert O. Jordan, Surveyor, dated May 17, 2006, and recorded in Plat Book 28, Page 170, aforesaid records, which plat is by this reference incorporated herein and made a part of this description.

CRJ