



The protective covenants of Shillings Chase Sub-Division filed and recorded in Cobb Superior Court February 10, 1986, Deed Book 3818, pages 147 through 151 and Deed Book 7512, page 0252, are amended to provide for the preservation and enhancement of the property values in Shillings Chase, and for the maintenance of the property and improvements thereon.

### DEFINITIONS

**Architectural Control Committee** shall mean and refer to the Shillings Chase Homeowners Association Officers, or such individuals as the Shillings Chase Homeowners Association Officers may appoint.

**Association** shall mean and refer to Shillings Chase Homeowners Association, its successors and assigns.

**Building** see Structure.

**Declaration** shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

**Owner** shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

**Structure** shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters stream, wash or drainage channel from, upon or across any Lot.

The following restrictions (Nuisances) are amendments to #7 of the Shillings Chase Covenants and shall apply to all Lots and to all Structures erected or placed thereon:

**Nuisances.**

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, nor shall anything be done therein or thereon which constitutes a nuisance, causes

94 MAR 21 PM 12:37

FILED AND RECORDED

unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots.

(b) No rubbish, debris or any other form of waste of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property or of a Lot. For rubbish, garbage or any other form of solid waste to be disposed of by being collected on a regular and recurring basis, containers may be placed on each Owner's Lot on any day that a pickup is to be made. At all other times, such containers shall be screened or enclosed so as not to be visible from any street or any other Lot. No person shall burn garbage or any other form of waste on any Lot except during construction of a Structure, provided that such activity is in full compliance with all applicable laws and ordinances. Except for building materials employed during the course of construction of any Structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot.

(c) No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

## **ARCHITECTURAL CONTROL COMMITTEE**

### **Purpose, Powers and Duties of the Architectural Control Committee**

The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is in conformity and harmony with the external design, exterior finish, and general quality of the existing standards of the neighborhood and with the standards of the development of the Property and that the location of Structures on the Lots is compatible and harmonious with topography of the Property as developed by Developer and with the finished ground elevation of the Subdivision and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

a. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee, including, without being limited to:

(i) a site plan showing the location of all proposed and existing Structures on the Lot.

(ii) all proposed Structures and alterations to existing Structures.

(iii) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures.

(iv) roof materials and color

b. Approval and Disapproval of Plans and Specifications. (i) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and untrammelled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

(ii) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure, and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(iii) Neither Association nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Association nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases

and agrees to hold harmless and to defend any member of the Architectural Control Committee from any such alleged liability, claim and/or damage

c. Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within forty-five (45) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within forty-five (45) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

d. Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or wrongful act solely by reason of such entry or inspection.

e. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within fifteen (15) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee, its agents and representatives, shall be entitled and empowered to enjoin such construction or enter such Lot at reasonable times to remove such construction, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be assessed against the Owner of such Lot and shall be due and payable to the Architectural Control Committee on demand, it being understood, acknowledged and agreed that such Owner shall be personally liable to the Architectural Control Committee for such costs and expenses. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Architectural Control Committee in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity.

f. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section d hereof. The fee shall be established from time to time by the Architectural

Control Committee and shall be due and payable to the Architectural Control Committee by the Owner of the Lot inspected, on demand.

## MAINTENANCE

Each Owner of a Lot, whether vacant or occupied, shall keep and maintain said Lot grassed, and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing, and care for roofs, gutters, downspouts, building surfaces, lighting, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the Architectural Control Committee, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, cleaning, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Architectural Control Committee in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

Mailboxes. Mailboxes will be consistent with the quality and design of surrounding dwellings and mailboxes. Said mailbox shall be placed and maintained to complement the dwelling and maintained by the Lot Owner.

## MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

a. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fees, shall also be the

personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Front Entrance Easement and improvements thereof, if any, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Front Entrance Easement, and all costs and expenses incidental to the operation and administration of the Association.

c. Computation of Annual Assessments. If the Association incurs ongoing Front Entrance Easement Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Front Entrance Easement Expenses of operating the Association for the coming year, such budget to include a capital contribution of reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in affect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

d. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Front Entrance Easement, including fixtures and personal property related thereto.

e. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on a annual basis.

f. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be paid by March 30 each year.

## MEMBERSHIP AND VOTING RIGHTS

a. Membership. Every owner of a lot is subject to this Declaration and shall be a mandatory member of the Association.

b. Voting Rights. Every Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, 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 Lot.

OWNER + SIGNATURES OF MAJORITY APPROVAL RECORDED ON  
PAGES 0256 + 0257 OF BOOK E116.  
WE DID NOT COPY THEM IN ORDER TO REDUCE COSTS.