

Return to: TALLEY FRENCH & MERRILL, P.C.  
1892 GA. HWY 138, S.E.  
CONYERS, GEORGIA 30013

## **SERENITY COVE**

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF GEORGIA  
COUNTY OF NEWTON

This Declaration is made this 28<sup>th</sup> day of March 2007 by Jason Allen, LLC,  
hereinafter referred to as the "Declarant".

#### **WITNESSETH**

WHEREAS, Declarant is the owner of certain real property located in Land Lots 117 & 118 of the 10<sup>th</sup> District of Rockdale & Newton Counties, Georgia, which property is more particularly known as Serenity Cove f.k.a. Swan Landing and as such is described on the final plat dated March 14, 2007 and recorded in Plat Book 46, Page 206, Newton County, Georgia records, which plat is incorporated herein and made a part of this declaration by reference; and

WHEREAS, the Declarant has developed the property into a community entitled Serenity Cove Subdivision;

NOW, THEREFORE, The Declarant hereby declares that all of property described herein shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, for the purpose of enhancing and protecting the desirability and aesthetic appeal of the subdivision and the improvements to be built within. Said Covenants, Conditions and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each owner, his heirs, grantees, distributees, successors and assigns.

#### **ARTICLE 1 DEFINITIONS**

The following words when used in the Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

**1.01 Declarant** means Jason Allen, LLC, who at this time owns all of the subject property, its successors and assigns, including, but not limited to, any person,

firm, corporation, partnership, association trust or other legal entity or any combination thereof, which acquires any or all of the property owned by each Declarant prior to that property's transfer to the fee simple owner.

- 1.02 Owner** means the record owner or owners of a fee simple title to any lot or improved lot excepting when title is transferred for the purpose of creating a deed to secure debt for the purpose of securing repayment of a loan.
- 1.03 Lot** means any numbered parcel of land shown upon the aforementioned subdivision plat.
- 1.04 Improved Lot** means any lot that has a house built on it.
- 1.05 Easement or Easement Area** means those areas on any lot which are shown as an easement on a recorded deed or final plat.
- 1.06 Property** means the entire Serenity Cove subdivision as described on the referenced subdivision plat.
- 1.07 Restrictions** means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this document.
- 1.08 Structure** means any thing or object the placement of which upon any lot may affect the appearance of said lot including, but not limited to any building or part thereof such as garage, porch, shed, greenhouse, bathhouse, cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sculpture, decorative artwork, signboard, temporary or permanent living quarters or any excavation, grading, full ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters in any natural or artificial creek, stream, wash or drainage channel from upon or across any lot.
- 1.09 Builder** means any person or entity that purchases a lot solely for the purpose of constructing a residence and reselling same in their normal course of business.
- 1.10 Serenity Cove Property Association, Inc. (SCPA)** means the corporation created by the Declarant in 2007, before the first house is sold and closed to its owner, as a successor to the Declarant.

## ARTICLE 2 ARCHITECTURAL CONTROL

- 2.01 Design Standards** The Declarant and SCPA may from time to time adopt, amend and enforce design standards for the purposes of:
- a.) Governing the form and content of the plans to be submitted to the Declarant for approval pursuant to the provisions of this Declaration.
  - b.) Governing the procedure for submission of plan specifications.
  - c.) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters which require approval by the Declarant pursuant to this Declaration.
  - d.) Ensuring the conformity and harmony of external design and general quality for the Property.



**2.02 Submission of Plans and Specifications – During Initial Construction**

No structure can be commenced, erected, placed or moved onto or permitted to remain on any lot, nor shall any existing structure on any lot be altered in any way which materially changes the exterior appearance of the structure or the lot; unless plans and specifications have been submitted and approved by at least one of the undersigned Declarant during the period of initial construction of improvements (houses) on each lot.

**2.02 Submission of Plans and Specifications – After each Lot has been improved by construction of a house**

No structure can be commenced, erected, placed or moved onto or permitted to remain on any lot, nor shall any existing structure on any lot be altered in any way which materially changes the exterior appearance of the structure or the lot; unless plans and specifications have been submitted to and approved in writing by the Board of Directors of the SCPA. Submittals shall be in the form of a drawing showing the impact of the proposed structure on a site plan and streetscape or front elevation of the existing house or any other elevation or view that could affect any member of the SCPA. Details regarding, color, lighting, landscaping and grading must be included.

**2.03 Obligation to Act** The Declarant, and later the SCPA, shall take action on any plans or specifications for any structures or improvements within 30 days after receipt thereof. Approval, approval with changes or disapproval are the only three actions that can be taken. Failure by the Declarant, and later the SCPA, to take action within the 30 days specified will be deemed approval of the plans and specifications submitted.

**2.04 Inspection** The Declarant, and later the SCPA, may after reasonable notice, enter upon any lot or structure for the purpose of ascertaining whether the proposed structure of improvement would be in compliance with this and other documents regulating same. Inspection rights are also reserved for the purpose of determining whether approved structures or improvements are being installed in compliance with the SCPA's conditions of approval. Neither Declarant or SCPA or its authorized agents shall be deemed to have committed an act of trespass or other wrongful act solely by reasons of such entry or inspection, provided such inspection is carried out in accordance with the terms of this section.

**2.05 Violations** Any structure or improvements that has been placed, erected or constructed on any lot that has not been approved in accordance with the terms of this Declaration shall be deemed to be an illegal and non conforming structure and as such places the owner of said lot in violation of the Declaration of Covenants, Conditions and Restrictions. If in the sole opinion of the Declarant or the SCPA a violation has occurred, the owner will be notified in writing as to the nature of the violation and given 30 days to cure or correct said violation. If owner has not taken steps to cure or correct the violation within the 30-day period, the Declarant or SCPA shall have remedies and rights under Section 5 herein.

**2.06 Compliance and Hold Harmless** Upon completion of an approved structure or improvement, the Declarant or SCPA will issue a Certificate of Compliance identifying said structure or improvements as being previously approved and



completed in accordance with that approval. Said Certificate shall be assignable to future owners and only serves as evidence of an approved structure or improvement. Said Certificate in no way warrants or represents anything regarding workmanship, materials, quality or the function or operation of any equipment that may have been used or installed by the owner relative to the installation of the structure or improvements. Declarant and SCPA shall assume no liability for any defects in any plans or specifications that they approve.

### ARTICLE 3 GENERAL COVENANTS AND RESTRICTIONS

**3.01 Application** The covenants and restrictions contained herein shall pertain and apply to all lots and to all structures erected and placed thereon.

**3.02 Restriction of Use** Lots may be used for single-family residential purposes only and for no other purpose; provided however that Declarant may operate a sales office or model home on lots designated by Declarant for that purpose. Home-based businesses are regulated by Rockdale & Newton Counties and SCPA will report all violations of the County regulation to the appropriate authorities.

**3.03 Manufactured Housing** - No mobile home, living trailer, modular home or pre-fabricated home shall be permitted on any lot in the subdivision – except for the modular sales office owned by the marketing company on Lot #1 or 2 and that is approved only for the marketing period determined by the Declarant.

**3.04 Erosion Control** No activity which may create erosion or siltation problems shall be undertaken on any lot without prior written approval of the Declarant and later the SCPA. The Declarant or the SCPA may as a condition of approval require the use of certain means of preventing and controlling such erosion or siltation.

**3.05 Landscaping** No construction or alteration of any structure shall take place without the prior written approval of the Declarant and later SCPA of plans, specifications for the landscaping to accompany such construction or alteration. Each residence shall have a sodded front yard installed to cover the entire front yard area except for trees, islands, driveways and sidewalks. Corner lots must have sod on any side that has street frontage.

**3.06 Trees** Builders shall at their discretion remove trees as they deem necessary for the construction of the house and compatibility with the landscape plan. Owners shall request approval of the SCPA prior to the removal of any trees. Rockdale or Newton County or SCPA may develop more stringent guidelines for tree removal in the future. Trees that are planted by either owner or builder must be selected from the Rockdale & Newton County Plant Palette. All owners and builders are required to follow the procedures regarding tree installation, protection and fencing determined by Rockdale & Newton Counties and detailed as "Tree Notes" on page one of the final plat.

**3.07 Temporary Buildings** No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently as a residence on any lot.



**3.08 Signs** No signs whatsoever shall be installed on any lot or on any portion of the exterior of any structure except those that are in compliance with the Rockdale & Newton County sign ordinances.

**3.09 Setbacks** All structures or improvements on any lot shall be situated on said lot in accordance within the building and setback lines shown on the above-referenced final plat. Front setback is 35' from the Right of way or at the point that the lot has a 100' width. Rear setback is 35', side setback is 10' or as otherwise described in final plat. Corner lots have 2 front setbacks.

**3.10 Fences** No fence or wall of any kind shall be erected on any lot without prior written approval of the Declarant or SCPA. Owner must submit a request in writing describing design, dimensions, location and materials to Declarant or SCPA. No fences shall be erected forward of the front corners of any structure. Chain link fencing will not be allowed if visible from the street.

**3.11 Roads and Driveways** No road or driveway shall be constructed or altered on any lot without prior written approval of the Declarant or SCPA. All driveways shall be paved with concrete.

**3.12 Antennae and Satellite Dishes** No satellite dish or exterior antennae shall be installed without prior written approval of the Declarant or SCPA. No dish shall be placed in the front area of any home. No dish shall be approved that is more than 24 inches in diameter.

**3.13 Clotheslines, Garbage Cans and Equipment** No clotheslines shall be permitted. Garbage cans and equipment shall be kept in garage, basement or in an area screened by adequate planting or approved fencing in order to conceal them from view by neighboring residence and streets.

**3.14 Maintenance** Each owner shall keep and maintain each lot and structure owned by him as well as all landscaping located on lot in good condition and repair. If in the opinion of the Declarant or SCPA, any owner fails to perform the duties imposed by this section, the Declarant or SCPA shall give written notice to said owner to remedy the condition in question. If owner shall fail to take reasonable steps to remedy the condition in question within 30 days of notification via certified mail, then the Declarant or SCPA will have the rights and remedies set forth in Article 5 hereof.

**3.15 Recreational Vehicles and Trailers** No motor home, recreational vehicle, camper, truck with camper top, fifth wheeler, boat, boat trailer, commercial vehicle (excluding vans and pick-up trucks) shall be permitted on any lot except if parked in the garage or the rear of the lot. No inoperable vehicles of any kind shall be parked in driveway or front of property.

**3.16 Commercial Vehicles** After the initial construction of each structure by builder, no commercial vehicles, including work trailers shall be parked or stored in the street. Moving and delivery vans are permitted for the purpose for which they are intended.

**3.17 Recreational Equipment** Recreational and playground equipment shall be placed only on the rear of the lot.

**3.18 Non-Discrimination** No owner or person authorized to act for owner shall refuse to sell or rent after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of



any lot to any person because of race, color, religion, gender, age or national origin.

**3.19 Animals** No animals, including birds, insects and reptiles may be kept on any lot unless kept solely as household pets and not for commercial purposes. Number, type and size of pets may be regulated by Rockdale &/or Newton County. No animal shall be allowed to become a nuisance.

**3.20 Solid Waste** No person shall dump or burn rubbish, garbage or any other form of solid waste on any lot, except that some burning may be allowed by Rockdale & Newton Counties during the initial construction of the homes by builders.

**3.21 Nuisances** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community or any other individual owner. Notification of nuisance-type activity should be reported to law enforcement authorities – not to the Declarant or SCPA.

**3.22 Minimum Square Footage** No residence shall be constructed on any lot having less than 2000 square feet of heated floor area exclusive of garages, porches or attics – per the zoning requirements from Rockdale & Newton Counties shown on page one of the above referenced final plat.

**3.23 Completion of Construction** - Construction of any structure on a lot shall be completed within eight (8) months after commencement of construction, provided, however, that such period shall be extended if necessary to account for any delay in completion caused by adverse weather conditions or other causes not within the control of the builder or owner.

**3.24 Roofing Material** Roofing material shall be asphalt or fiberglass or any others approved by Declarant or SCPA.

**3.25 Colors** The exterior colors for siding and trim originally selected by the builders during the original construction of each house will determine the palette of acceptable colors that may be used in Serenity Cove. The colors allowed on any modification to existing structures or the creation of new structures will be limited to the palette of acceptable colors.

**3.26 Masonry** All structures will have at a minimum 3 sides (the front and side elevations) brick, stone or stucco as the primary siding material.

**3.27 Concrete Block** No portion of any structure shall be constructed of exposed concrete block.

**3.28 Mailboxes and Posts** All mailboxes and posts shall be uniform in size and construction material and shall be approved by the Declarant as to design, construction and location. Should it be necessary for owner to replace or repair mailbox or post, he is required to adhere to the original design.

**3.29 Homeowner's Association** The Serenity Cove Property Association, Inc. (SCPA) shall be formed and incorporated by the Declarant prior to July 31, 2007 with the undersigned Declarant serving as Officers and Directors. Declarant or his assignees/appointees will serve as Officers and Directors until the last house in Serenity Cove is closed or until the Declarant voluntarily agrees to be replaced by an owner.



**3.30 Initiation Fee and Dues** At the first and each successive closing of a lot, the new Owner shall pay an initiation fee of \$100, which shall not be prorated and which shall be made payable to Declarant until such time as the SCPA is formed, and thereafter to SCPA. This provision shall not apply to a builder who shall purchase a lot for the sole purpose of constructing and selling a residence in its normal course of business. The Association dues will be \$100 per lot, per year, due and payable on January 1<sup>st</sup> of every year and prorated to new owners based upon their closing date. Any payments not received by January 31 of each year shall be assessed a 10% late fee. The SPCA shall have the right to increase the annual dues as needed and approved in accordance with the by-laws of SPCA.

#### **ARTICLE 4 EASEMENT, ZONING AND OTHER RESTRICTIONS**

**4.01 Easements** Declarant hereby expressly reserves to the Declarant, SCPA, its successors and assigns forever the right to create perpetual easements in, on, over and under any part of the property owned by Declarant for any purpose, which Declarant deems necessary for (a.) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, cable television, telephone and other similar utilities. (b) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water, and heat. (c) slope control purposes, including the right to grade and plant slopes and to prevent any activity which might interfere with slopes or might create erosion or silting problems or which might change, obstruct or retard drainage flow. (d) the planting or replanting of hedges, shrubbery, bushes and trees and (e) the erection, installation, construction and maintenance of fences, walls, monuments and signs along streets in and around and at entrances to the development and the right to landscape and replant such areas. No owner shall have the right to use any of the easements created by the Declarant unless such easement has been assigned by the Declarant to the owner.

**4.02 Entry** The Declarant, SCPA, its employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area for any of the purposes for which such easement area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes provided same are done in accordance of the provisions of this Article.

**4.02 Zoning and Private Restriction** None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws or by the laws, rules and regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created by this Declaration, the most restrictive provision shall govern and control.



## ARTICLE 5 ENFORCEMENT

**5.01 Right of Enforcement** This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by the Declarant and SCPA.

**5.02 Specific Performance** Nothing contained in this Declaration shall be deemed to affect or limit the right of the Declarant, SCPA or any other owner to enforce the restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns by reason of a violation of or failure to perform any of the obligations provided by this Declaration; and therefore any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available by law or in equity to enforce the provision hereof. The Declarant or SCPA may elect to enforce their rights by specific performance to correct violations of the restrictions by entering onto the violator's property and performing the required maintenance or removing the object, vehicle, building, structure or portion thereof that is in violation of the restrictions. Said corrections shall be at the cost and expense of the owner of the lot who shall promptly reimburse the Declarant or SCPA for the full cost – labor and materials – associated with the correction of the violations. The lot is subject to a lien for the full amount of the correction plus any legal or administrative costs associated with the filing of the lien or collection of same.

## ARTICLE 6 DURATION AND AMENDMENT

**6.01 Duration and Perpetuities** These Covenants, Restrictions and Easements shall run with and bind the land and shall be and remain in effect for a period of twenty (20) years from the date these documents are recorded by the office of the Clerk of Superior Court of Rockdale & Newton Counties and extended automatically if permitted by law for successive periods of ten (10) years each. After the initial twenty (20) year period, the Covenants and Restrictions can be terminated by a vote of 75% of the owners of record and the holders of first mortgages on their property. There is no provision to terminate the easement agreements described in Article 4 above.

**6.02 Amendment** The Covenants and Restrictions can be modified at any time with an instrument signed by the officers of SCPA certifying that 67% of the owners have voted in favor of said modification. In the event of amendment or modification, the modified covenants and restrictions will be binding on 100% of the owners, not just those that voted in favor of amendment.

## ARTICLE 7 MISCELLANEOUS



**7.01 No Reverter** No restriction herein is intended to be or shall be construed as a condition subsequent or as creating a possibility of reverter.

**7.02 Severability** A determination by any court that any provision hereof is invalid for any reason shall not affect the validity or enforceability of any other provision hereof.

**7.03 Headings** The heading of the Articles and Sections are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

**7.04 Gender** Throughout this Declaration the use of the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural and vice versa.

**7.05 Notices** All amendments, notices, requests, objections, waiver, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration shall be mailed - with sufficient postage in the U.S. mail and sent to the following address for Declarant or SPCA: Serenity Cove Property Association, 65 Glengarry Chase, Covington, GA 30014, Attn: Corporate Secretary; and to each Owner at the address for each lot.

**7.06 No Liability** Declarant have using best efforts and all due diligence prepared and recorded this Declaration so that each and every owner shall have the right and power to enforce the terms and provisions of this Declaration against every other owner. However in the event the declaration is, for any reason whatsoever, unenforceable by any owner in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability and each and every owner by acceptance of a deed conveying a lot acknowledges that the Declarant shall have no such liability.

**7.07 Assignment** Declarant shall have the right to assign his rights, duties, and obligations under this Declaration to any Builder or Builders who purchase an aggregate of 75% or more lots. Any such assignment shall not be void based upon the divestment of Declarant's interest in the property if such assignment is made within 30 days of said divestment.

**IN WITNESS WHEREOF** The Declarant have caused this Declaration to be duly executed and sealed this 28<sup>th</sup> day of March 2007.

Signed, sealed and delivered  
in the presence of :

*Mussa Eswe*  
Witness

*M. Chaudhuri*  
Notary Public

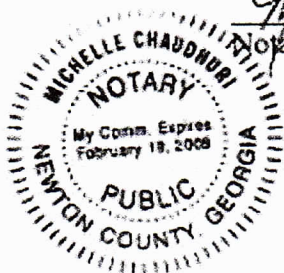
DECLARANT:

Jason Allen, LLC

By *[Signature]* (SEAL)

Jason Self

Its Managing Member



SEAL AFFIXED