

DECLARATION  
OF  
COVENANTS & RESTRICTIONS  
FOR  
"ROUNDTREE ESTATES"

COPY

THIS DECLARATION is made as of the 16<sup>th</sup> day of 2018  
KKP Developments, ( hereinafter called "Developer").

WITNESSES:

WHEREAS, Developer owns certain Lots and blocks of lots in surrounding properties located in Land Lot 116 of the 1st Land District of Pike County, Georgia. Recorded in Plat Book# \_\_\_\_\_, Page# \_\_\_\_\_, Pike County, Georgia Records (Hereinafter referred to as «the property") and

WHEREAS, Developer desires to establish certain Covenants and restrictions pertaining to the use and enjoyment of the property;  
NOW THEREFORE, for and during the term hereof, as hereinafter stated, he it hereby declared that the property is subjected to the covenants, conditions and restrictions as follows:

These covenants and restrictions set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto and shall, subject to the limitations herein provided, inure to the benefit of such owner, its successors and assigns.

COVENANTS AND RESTRICTIONS

- (1) FENCES (REVISED 2018): Fences shall be allowed in the rear of a dwelling located on the property. The fence shall be behind a dwelling and no further than the half way point of the house and shall be no higher than five feet high. All chain link fences shall be vinyl coated with a vinyl coating of either green or black in color. Vinyl privacy fencing is also acceptable, white, tan and earth tone colors must be in keeping with the primary dwelling. No wood fences allowed.
- (2) AIR CONDITIONERS: No window air conditioner units may be installed on the front or side of any house and be visible from the street.
- (3) RADIO, TELEVISION/SATELLITE DISH: All radio and television antennas must be located in the rear of the house and must not exceed five feet above the roof line of the dwelling. Satellite dishes must be positioned so as not to be seen from any angle on the street in front of the house and must be 24 inches or less in diameter. (They may not be mounted on the side of the house)
- (4) MAIL BOXES AND POSTS (REVISED 2018): A black mailbox with a white vinyl, wrought iron or wood posts is allowed. Wood posts must be painted black or white.
- (5) VEHICLES (REVISED 2018): The term vehicles are used in this provision, shall include, without limitation, trailers, motorcycles, buses, vans and automobiles. All vehicles shall be parked within garages, driveways or other paved parking area located on the lot, PARKING IN YARDS IS PROHIBITED! Motor Homes and campers can be stored on side of attached or detached garage or beyond back corner of house along trees. No vehicle may be left upon any portion of the subdivision, except in the garage or other area designated by the developer, for a period longer than 5 days if it is unlicensed or if it is in a condition so that it cannot operate on the street- After the five day period, the inoperable vehicle shall be considered a nuisance and may be removed from the subdivision. No eighteen-wheel trucks or cabs of these trucks or trucks with a gross weight in excess of one ton shall be parked, kept or store in the subdivision, it too will be considered a

nuisance and will be removed (including even overnight). With the exception of a moving van or truck, and/or delivery vehicle with is to not exceed a period of time longer than the service that is being performed.

- (6) LANDSCAPING (REVISED 2018): All yards must be seeded to ensure proper ground cover. Each homeowner shall be required to maintain their yards in a well-manicured manner so as not to be unsightly to neighboring dwellings. Lots must be mowed at least once every two weeks during the grass growing season (March to October) and kept clean of any debris all year.
- (7) DETACHED STRUCTURES (REVISED 2018): All detached structures, such as storage buildings, workshops or sheds must be located near the rear of the lot directly behind the dwelling. Exterior color tones must be in keeping with the primary dwelling and must be constructed no closer than ten feet from the property line or the county code whichever is greater. Metal exteriors will not be permitted. Wooden structures are permitted but must be near the rear of the property and color tones must be in keeping with the primary dwelling and must be retreated or painted every two years. All covered exterior structures must have an asphalt shingle roof, metal roofs are not permitted. Outside clothes lines will not be permitted on any lot...
- (8) BASKETBALL GOALS (REVISED 2018): All basketball goals must be on private property or in one of our two cul-de-sacs and shall be of the portable type. No goals shall be attached the exterior of a dwelling or other structure or allowed to be place in the street or right of way.
- (9) ANIMALS AND PETS: No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot with the exception of dogs, cats or other common usual and common household pets in reasonable number, provided that such pets are not kept, bred or maintained for any commercial purpose, and are not permitted to roam free. No dog or such pets shall be maintained on a chain or runner type confinement. All pets must be maintained within a fenced-in area or kennel in the rear of the yard.
- (10) RESTRICTION OF USE: Lots may be used for single family residents only and for no other purpose provided that developer or its assigns may operate a sales office and/or model home or construction trailer on a lot or lots designated by the developer.
- (11) RE-SUBDIVISION OF THE PROPERTY: No lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise. Notwithstanding the foregoing, nothing herein shall prevent developer or the owner of any lot from combining two or more lots into one lot for construction of a single-family residence thereon, provided however, that such combined lot may not be subdivided thereafter.
- (12) SIGNS: No signs whatsoever, including, but not limited to, commercial and similar signs shall be installed, altered or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:
  - (1) Such signs as may be required by legal proceedings;
  - (2) Not more than one "For Sale" sign, such sign may only be displayed in the front of the yard or lot.
  - (3) Direction signs for vehicular or pedestrian safety in accordance with plans and specifications.
  - (4) Signs identifying the occurrence of a function or event at a particular lot which such function or event shall be no longer than 48 hours in duration.
- (13) NUISANCES: No obnoxious or offensive activity shall be carried on upon a lot, nor shall anything be done thereof which may or may become an annoyance or nuisance to the community.
- (14) MINIMUM SIZE AND PLAN APPROVAL: All houses built on subject lots must be stick built and shall be a minimum of 1800 square feet heated space with the exception of a multi-level home in which the first floor must be at least 1650 square feet heated with a total of at least 2500

square feet heated not including more than half of the area in the bonus room if applicable.

- (1) In addition to, every house plan is to be approved by the developer, which is KKP Development. Architectural plan approval shall take no more than 14 days from the time the plan is submitted to the developer by the lot owner and/or the builder.
- (2) The exterior of the structure MUST consist of at least 30% additional accents including but not limited to brick, stone, cedar shake, stucco or other.

(15) GARAGES (REVISED 2018): Houses must have an attached enclosed two car garage.

(16) GUNS: The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns and firearms of all types.

(17) ROOF SPECIFICATIONS: The roof must have a minimum of 5-12 degree pitch. Roofing material shall be a fiberglass three-dimensional shingle consisting of either black or dark gray in color. Any variations must be approved by the developer.

(18) ENFORCEMENT: The owner or owners of any lot in the above described subdivision may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violations or to restrain such violations or attempted violations.

(19) VICIOUS DOGS: Owners of dogs must ensure their dogs do not harass persons or animals. This is the case even when the dog is on the property of the owner. Too many faultless people, such as children and delivery persons, are hurt by dogs which the owners proudly describe as "protective". Such dogs are in fact confused, out of control and dangerous.

a. Vicious dog means:

1. Any dog which in the vicious or terrorizing manner, approaches any person in apparent attitude or attack upon the streets, sidewalks or any public grounds or places, or
2. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
3. Any dog which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property; or
4. Any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting.

Owners should understand that it is their responsibility to keep the community safe. Certain breeds of dogs have a tendency to become vicious and owners should take extra care for subdivision safety (Pit bulls, Doberman Pinchers, Rottweilers, i.e.) owners of vicious dogs can be charged with criminal negligence or sued with Civil Liability for damages if it can be proved their dog caused an injury. Persons who have been bitten, or viciously pursued by dogs, should report each incident to the local law enforcement office. Thus, the safety of the community is enhanced and attacks on defenseless people, such as children, may be avoided.

(20) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for 30 years from date of recording, at which time said covenants shall be automatically extended: for successive periods often (10) years unless by a vote of the majority of the owners of the lots it is agreed to change said covenants in whole or in part.

COPY

Developer has, and used to his best temperance and all due diligence prepared and recorded this declaration of covenants and restrictions so that each and every owner shall have the right and the power to enforce the terms and provisions of this declaration against each and every other owner. However, in the event that this declarations is, for any reason whatsoever, unenforceable by an owner (or any other person) in the court of law or otherwise, developer 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 developer shall have no such liability.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and affixes their seal the date and year first above written.

Roundtree Estates HOA

By: Michael Fitzgerald  
Michael Fitzgerald, President

Signed, sealed and delivered this 10 day of October 2018.

Witness: Andrew Roark  
Andrew Roark, Treasurer

Notary Public: Karen W. Brentlinger

My Commission Expires \_\_\_\_\_

