

PROTECTIVE COVENANTS AND RESTRICTIONS
AFFECTING
BROOKCLIFF SUBDIVISION



STATE OF GEORGIA
COUNTY OF COBB

GEORGIA, Cobb County, Office of Superior Court Clerk
Filed January 6, 1975 Recorded January 6, 1975

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and published this 6th day of January, 1975, by Investors Services, Inc., a corporation chartered under the laws of the State of Georgia, and having its principal office in Cobb County, Georgia. THIS DECLARATION is made in lieu of, and in full substitution of, those PROTECTIVE COVENANTS AND RESTRICTIONS filed for record by Investors Services, Inc., on May 22, 1974, in Deed Book 1530, Page 3, which are no longer in force or effect, and which shall not bind Investors Services, Inc whatsoever.

WHEREAS, said party is the owner of a certain tract of land situated in the County of Cobb, State of Georgia, described as follows:

All that tract or parcel of land lying and being in Brookcliff Subdivision which includes:

Block	Lots
A	3
A	4

Block	Lots
C	1
C	6
C	7
C	8
C	9
C	10

Block	Lots
D	4
D	5
D	6
D	7
D	8
D	9
D	10
D	11
D	12
D	13
D	14
D	15
D	16
D	17
D	18

Block	Lots
F	9
F	10
F	11
F	12
F	13
F	14
F	15
F	16
F	17
F	18
F	19
F	20
F	21
F	22
F	23
F	24

Phase I in Land Lots 839, 840, 889 and 890 of the 16th District, 2nd Section, Cobb County, Georgia, and which map was filed for record in the office of the Clerk of Superior Court of Cobb County, Georgia, on May 3, 1974, in Book 61 on page 79, to which map and said record thereof reference is hereby made; and

WHEREAS, it is to the interest, benefit and advantage of Investors Services, Inc, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants and restrictions running with the land:

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Investors Services, Inc., and each and every subsequent

owner of any of the lots in Brookcliff Subdivision - Phase I, said Investors Services, Inc., does hereby set up, establish, promulgate, and declare that the real property above-described is hereby subjected to the following protective covenants and restrictions and to apply to all of the said lots and to all persons owning said lots or any of them hereafter; these protective covenants shall become effective immediately until midnight, December 31, 1999, at which time said covenants and restrictions may be extended or terminated in whole or in part as hereinafter provided, to wit:

PART A
RESIDENTIAL AREA COVENANTS

A-1 Land Use and Building Type

No lot shall be used except for residential purposes unless approved Investors Services, Inc. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 36 feet in height above finished grade at front of dwelling, and a private garage for not more than three cars.

A-2 Architectural Control

No dwelling or any other structure shall be erected, placed, altered or permitted to remain on any lot until the building plans, elevations, specifications of materials, exterior finishes, including roofing, and construction methods with plot plans showing the location of such improvements, have been approved in writing by Investors Services, Inc., its successors or assigns, as to conformity and harmony of external finishes, colors, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be at the sole discretion of Investors Services, Inc. Said approval in writing shall not be required with respect to construction upon any lot or parcel after December 31, 1984, except that the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid.

A-3 Dwelling Size

Each single-level dwelling erected on a lot shall have a minimum of 1700 square feet of floor space with a ceiling height of not less than eight feet in all enclosed, heated, habitable areas. Each two-story dwelling shall have a minimum of 1850 square feet of floor space in habitable areas, with the first floor having a minimum of 1000 square feet of heated, habitable space, exclusive of storage and garage. In dwellings designed as "story and half", usually consisting of a main floor level and a finished upper level, the main floor shall have a minimum of 1100 square feet of heated, habitable area and the total habitable space shall be a minimum of 1850 square feet. In dwellings designed as "split level", being one on which the floor levels of habitable space are separated so that ground levels are on different elevations with part of said building being two stories in height, the habitable area requirements shall be a minimum of 1000 square feet in the aggregate of two such floor levels, and the total dwelling shall have a minimum of 1850 square feet of habitable area. In dwellings designed as

"multi-level", such as a split foyer style, the habitable are requirements shall be a minimum of 1850 square feet.

A-4 Dwelling Location

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No dwelling may be located nearer than ten (10) feet to any side lot line for an interior lot, or nearer than twenty (20) feet to a rear lot line. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

A-5 Lot Area and Width

No dwelling shall be erected or placed on a lot having a width of less than 100 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet, except that a dwelling may be erected or placed on any lot shown on the recorded plat.

A-6 Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways, shall be erected, placed, planted or permitted to remain on any corner lot within any triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of any rounded property corner, from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersection unless foliage is maintained at sufficient height to prevent obstruction of such sight lines.

A-7 Easements

Easements for installation and maintenance of utilities and drainage facilities and for pedestrian walkways are reserved as shown on the recorded plat. The right is also reserved by Investors Services, Inc., for an easement over, across and under five (5) feet along the front, side and rear lot lines of each and every lot for the installation and maintenance of cable serving security, fire and television systems and for maintaining proper drainage.

A-8 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

A-9 Sewage Disposal

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all governing bodies authorized to exercise control over such systems. Approval of individual

sewage disposal systems as installed shall be obtained from such governing bodies.

A-10 Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

A-11 Temporary Structures

No structure of a temporary character, such as a trailer, the basement of an unfinished dwelling, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except that temporary structures may be used for office and security purposes by Investors Services, Inc., and/or its designees.

A-12 Signs

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs by a Builder or Realtor to advertise during the construction and sales period. All signs shall be approved by Investors Services, Inc.

A-13 Exterior Construction

Dwellings which are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units must be veneered with brick or stone or stucco or other material approved Investors Services, Inc., over the entire surface exposed above finished grade.

A-14 Landscaping

Before any dwelling may be occupied it must be completely finished on the exterior in accordance with the plans approved by Investors Services, Inc. All of the front and side yards and a minimum of 30 feet of the rear yard, measured from the rear of the main body of the house, must be planted with grass or have other suitable groundcover, and the driveway surface must be paved. In the event a dwelling is not occupied upon completion of construction, then all landscaping including lawns, shrubs and trees of front and other yards open to street view shall be installed within sixty (60) days after completion of construction. The grounds of each occupied home shall be maintained in a neat and attractive condition.

A-15 Fences

No fence, hedge or boundary wall situated anywhere upon any lot shall have a height greater than six (6) feet above the graded surface of the ground upon which said wall or fence is situated, provided that a slightly wire fence above tennis courts or other private recreational grounds outside the setback areas shall not be prohibited. All fences must be of brick, stone, wood or "cyclone" steel or any other material approved by Investors Services, Inc. Only fences of "good neighbor" design will be allowed. Fence designs must be

approved by Investors Services, Inc. No fences shall be erected in front of the front setback line of the lot unless approved by Investors Services, Inc.

A-16 Driveways

No material shall be used for construction of driveways except concrete or asphalt. Variances may be approved by Investors Services, Inc. for unusual conditions.

A-17 Mailboxes and Posts

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design, and type of material for said boxes or receptacles and posts shall have been approved by Investors Services, Inc.

A-18 Antennas

All outside radio or TV antennas shall be installed in such a way as not to be offensive from the street. They shall be placed on the back of the side of the roof, of the back side of the chimney, or in a tree in the back yard.

A-19 Air Conditioners

No window air conditioning units may face any street without prior approval of Investors Services, Inc. Outside window air conditioning units must be screened with shrubbery tall and full enough to hide such unit or with a wood fence, the design of which must be approved by Investors Services, Inc.

A-20 Garbage Containers

Containers for garbage or other refuse shall be underground or in sanitary enclosures and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used. The location of any garbage area must be approved by Investors Services, Inc.

A-21 Clothes Lines

No clotheslines and poles, clothes trees or other outside laundry drying devices shall be used.

A-22 Mobile Homes, Campers, Trailers and Boats

Mobile homes, campers, trailers and boats may not be parked permanently on any house lot.

A-23 Play and Recreation Equipment

All play and recreation equipment requiring what is generally considered to be a permanent installation, such as basketball goals, shall be placed to the rear of the minimum building setback line or as approved by Investors Services, Inc.

A-24 **Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. There shall be no automotive, vehicular or boat repair conducted on the front yard or driveway of any dwelling except minor repairs which are accomplished in one day. Residents shall refrain from any act or use of their property which could reasonable cause embarrassment, discomfort or annoyance to owners, and residents of their property made subject to this Declaration.

A-25 **Exterior Redecorating and Re-landscaping**

All proposed exterior redecorating and re-landscaping must be submitted for approval by Investors Services, Inc., until December 31, 1978.

PART B

ARCHITECTURAL CONTROL

B-1 **Authority**

Architectural control shall be exercised by Investors Services, Inc., to assure development of a high quality living and recreation area and compliance with good construction standards and practices. The decision of Investors Services, Inc. shall be final and in writing. Anyone buying a lot, with or without improvements, in Brookcliff Subdivision (Phase I), agrees to be bound by such decisions.

B-2 **Procedure**

In the event Investors Services, Inc. or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, and providing no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

C-1 **Terms**

All of the restrictions, conditions, covenants and agreements shall affect all of the lots as hereinabove set forth, and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of said Tract, and the covenants shall attach to and run with the land. Said restrictions, conditions and covenants shall be binding on all parties and all persons claiming under them until midnight December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years, provided, however, that such restrictions, conditions,

covenants and agreements or any of them may be supplemented, changed or rescinded in any or all particulars at any time after December 31, 1999, by the owners of 51% of the number of lots comprising the area incorporated in this Declaration, exclusive of streets, evidenced by an instrument in writing executed by the said owner in the manner provided by law for the conveyance of real property, and duly recorded in the office of the Clerk of Superior Court, Cobb County, Georgia, and upon such recordation shall be valid and binding upon the sellers and owners of the said lots in said tract, and upon all other persons.

C-2 **Enforcement**

If the parties hereto, or their successors, shall violate or attempt to violate any of the covenants herein during the period for which they are in force, it shall be lawful for any person owning any real property thereto, to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate such covenants, or either to prevent him or them from so doing or to recover damages or other dues for such violation.

C-3 **Subordination**

It is further provided that under no circumstances shall a breach of these covenants constitute a forfeiture or reversion of title, and any Deed to Secure Debt shall remain valid and retain its lien position.

C-4 **Severability**

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

C-5 **Survivorship**

The aforementioned restrictions, conditions and covenants shall be binding on Investors Services, Inc., its successors, heirs, and assigns.

IN WITNESS WHEREOF, the undersigned being the Declarant, herein hereunto sets it hand and seal, this 6th day of January, 1975.

INVESTORS SERVICES, INC.

BY: **Fred J. Estfan**

Fred J. Estfan

President

Alexander S. Estfan

Witness

Judith A. Bowen

Notary Public

Signatures above have been electronically reproduced for the purpose of making a legible copy of this document available on our website. Originals can be viewed on the paper copy of the document provided to you at your closing and on record at the Cobb County Courthouse.