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DOC# 020586  
FILED IN OFFICE  
10/19/2007 08:43 AM  
BK=2242 PG=947-949  
GARY BELL  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SIMPSON CIRCLE

THIS DECLARATION of covenants, conditions and restrictions for SIMPSON CIRCLE is made this 18 day of October, 2007 by DAN-MAC PROPERTIES, LLC ("Declarant").

WHEREAS, Developer owns all of the property shown on that certain survey recorded in Plat Book 67, Page 87, Bartow County, Georgia Records ("Property"), and which plat is attached as Exhibit "A" hereto; and

WHEREAS, Developer deems it desirable to establish and maintain and administer the property in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such property by subsequent Owners; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto.

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration and shall be held transferred, sold, conveyed and owned subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such properties. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

1. No building of any kind shall be erected, altered on any tract until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee (ACC), as described below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Every tract shall have a landscaped yard with any grass areas to consist of sod, the type of which shall be approved by Developer. All fences to be installed shall be approved by the ACC.

2. The Architectural Control Committee (ACC) shall be composed of the Declarant and, at his option, an architect of his choosing. The approval or disapproval of the ACC as required by this instrument shall be in writing. In the event the ACC, or its designated representatives, fail to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the ACC shall be deemed to have been given and in compliance with the related covenants shall be deemed to have been made.

The construction of any building in the development will be completed within six (6) months from the beginning of its construction, unless approved otherwise by the ACC. The

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beginning of the construction of the building shall be such time as the builder or owner or their agent or employees begin to grade or clear a lot to start any actual work toward the construction of the building.

- a. After approval by the Declarant, all structures must conform to plans and specifications as submitted to the Declarant. Any changes must have the prior approval of the Declarant.
  - b. All stumps and brush are to be removed from lots prior to foundation construction, and debris shall be removed as often as necessary to keep the lot and any structure thereon attractive. Construction debris shall not be dumped in any area of the development.
  - c. Lots shall be grade in such manner so as not to block any natural or manmade swells, ditches or drainage structures. Each bay berm or silt fences shall be installed in cooperation with the Building Inspection Department. Whenever possible, lots shall drain independently rather than to adjoining lots.
  - d. The Properties shall be used only for nonresidential and related purposes. All operations on a Parcel shall be conducted inside the exterior walls of the building or buildings to be constructed on such Parcel except for off-street parking and loading or unloading. Any Supplemental Declaration or additional covenants may impose stricter standards than those contained in this Article.
3. All materials to be used in connection of any office building or structure in the development shall have the front in all brick.
  4. Construction must be completed within one (1) year from the time the building permit is assigned and the lot has been cleared.
  5. All parking lots must be concrete or paved.
  6. All signs to be installed, placed or erected within the Properties are subject to the prior written approval of the Declarant, and thereafter has sold all of the Property, by the Owners, with regard to materials, contents, size, construction, color, face type and location. The Declarant reserves the right to inspect all signs at the proposed site of installation, replacement, or erection, and to remove or cause to be removed all unapproved signs, such removal to be at the sole cost and expense of the Owner responsible for the installation, placement or erection of such unapproved sign. No sign shall be installed on the roof of any building located within the Properties.
  7. A written plan of landscaping must be submitted to the ACC prior to the installation of any materials; this plan should include a drawing showing the location and description

of all "hard scape" items such as fences, rocks, fountains, statuary and so forth. Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after: PG = 949

- a. Final inspection of Building Inspector, or
- b. Occupancy of structure, whichever is earlier

8. No Building Site or Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.

9. Provided no such amendment adversely affects an Owner's right to use and enjoy the easements with respect to the Common Area, Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provisions into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable reputable title insurance company to issue title insurance coverage on the Parcels or on any other portion of the Properties; (iii) required by an institutional or governmental lender, purchaser, insurer, or guarantor of Mortgage loans to enable it to make, purchase, insure or guarantee Mortgage loans on the Parcels; (iv) to technically correct or alter the dimensions or legal descriptions of any Parcel, the Properties or the Common Area as required by subsequent survey; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Parcel unless the Owner shall consent thereto in writing. So long as Declarant still has the right to unilaterally to annex additional property to this Declaration, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

10. The easements, covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by Declarant, or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law; provided, however, if Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be (a) automatically extended for successive periods of twenty (20) years; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

IN THE WITNESS THEREOF, the Developer has caused this Declaration to be executed by its duly authorized agents, the day and year first written above.

*Julia Bennett*  
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Witness

DAN-MAC PROPERTIES, LLC  
*Christopher A. Daniel*  
\_\_\_\_\_  
By: Christopher A. Daniel, Managing Member

Signed, sealed and delivered in presence of  
this 18th day of October, 2008  
*Mark J. Wilson*  
\_\_\_\_\_  
Notary Public [SEAL]



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