

ADDITIONAL DECLARATION OF PROTECTIVE COVENANTS
AND ARCHITECTURAL CONTROLS FOR MAIN

GEORGIA, DEKALB COUNTY

This Declaration, made and published on the 9th day of April, 1961, by Irwin-Probst-Cohn, a Georgia Partnership, composed of (1) Irwin Probst, Inc. by Jerald Cohn, President, Richard Irwin and William R. Cohn Communities, Inc., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in A of this Additional Declaration, attached hereto and made a part hereof;

WHEREAS, it is to the benefit and advantage of Irwin-Probst-Cohn and/or Cohn Communities, Inc. and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with above described property. These covenants shall not apply to any other property owned by Irwin-Probst-Cohn and/or Cohn Communities, Inc., even though it may be contiguous with the above described property.

NOW THEREFORE, in consideration of said benefits, Irwin-Probst-Cohn and/or Cohn Communities, Inc. does hereby proclaim, publish, and declare that all of the following numbered protective covenants shall apply to any of such lots or parcels whether or not Irwin-Probst-Cohn and/or Cohn Communities, Inc. hereinafter specifically declares to be subject to such covenants by recital in any deed of conveyance executed and delivered by the undersigned. These covenants shall become effective immediately and shall run with the land described in any deed of conveyance; and be binding upon all persons claiming under Irwin-Probst-Cohn and/or Cohn Communities, Inc. until terminated by operation of law, or as hereinafter provided; to wit:

I. No temporary house, and no temporary or permanent storage building, shack, church, mobile home, tent, barn or other out-building shall be erected or placed upon said lots to be used for residential purposes. Said lots shall be used for single family residence purposes only and shall not be further subdivided. No streets, roads or driveways shall be opened through said lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the Architectural Review Board (hereinafter referred to as ARB) as hereinafter described.

II. No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed location of such buildings or structure, drives and parking areas, and construction schedule, shall have been approved in writing by the ARB, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the ARB upon any reason, including purely aesthetic conditions, which in the sole discretion of the ARB shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished to the ARB for its records.

III. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by the ARB or other material approved by the ARB.

IV. No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be buried or shall be located abutting rear or sides of house and shall be contained within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ARB. ~~Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants.~~

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Mainstreet Community Services Association and by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the Association or the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

V. Adequate off-street parking shall be provided by the owners of said lots for the parking of automobiles owned by such owner, and said owners agree not to park their automobiles on the adjacent roads and streets as a matter of course. Boats, campers and/or recreational vehicles shall not be parked on said lots or on parcels or streets within Mainstreet.

VI. Easements are reserved to Irwin-Probst-Cohn, and/or Cohn Communities, Inc., its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten (10) feet of each parcel or lot, and five (5) feet wide along each side line with a further easement reserved to cut or fill at a three-in-one slope along the boundaries at all public streets or roads built on this land. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

VII. Nothing shall be erected, placed, or altered on any lot nearer to any street than the building set back lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to that which has been approved by the ARB. The exposed part of retaining walls shall be made of brick, natural stone, or veneered with brick or natural stone or other material approved in writing by the ARB.

VIII. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the

street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such triangular area unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

IX. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, provided prior approval is obtained from the ARB. The ARB shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants. Written permission to erect signs advertising the property for sale or rent shall not be required after December 31, 1983.

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Mainstreet Community Services Association and by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association or the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

X. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required. Entry for the purpose of performing the work required shall be only between the hours of 7:00 A. M. and 6:00 P. M. on any day except Sunday.

XI. If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent or to recover damages for such attempt or violation.

XII. Invalidation of any one of these covenants by judgement or court orders shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Irwin-Probst-Cohn and/or Cohn Communities, Inc. in deeds of conveyance as provided above and Irwin-Probst-Cohn and/or Cohn Communities, Inc. shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed or conveyance.

XIII. The failure of the ARB to insist on any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

XIV. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

XV. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or parcels has been recorded, agreeing to change said covenants in whole or in part.

ARCHITECTURAL CONTROLS

The following basic architectural controls are intended to insure that from an aesthetic as well as a quality standpoint, Mainstreet will be Atlanta's finest and most complete family and recreation-oriented residential community. These basic controls are supplemented by legally drawn protective covenants which are available to architects, builders and owners upon request.

I. HOME PLAN APPROVAL :

One set of complete prints of the home as well as the proposed lot selection must be submitted to the ARB for approval. Prints must include foundation plan, floor plan, all exterior elevations, location and width of driveway, and projected finish grades following backfilling and landscaping.

In addition, actual samples and/or descriptive information on materials such as brick, stone, siding and roofing, as well as exterior color schemes must be submitted. Construction may not be started until the builder and/or owner receives a letter of approval from the ARB; one (1) copy of which will be signed by the builder and/or owner and retained by the ARB along with the complete set of prints. Any changes of any kind made following approval must be submitted to the ARB for reapproval.

II. ARCHITECTURAL REVIEW BOARD

The ARB shall be appointed by the Class C member. At such time as the Class C membership expires, the ARB shall be appointed by the Board of Directors of the Mainstreet Community Services Association.

A majority of the ARB may designate a representative to act for it. In the event of death or resignation of any member of the ARB the Class C member or Board of Directors (whichever is applicable) shall designate a successor. Neither the members of the ARB, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

III. CONSTRUCTION AND INSPECTION:

Following receipt of written approval by the ARB for a home on a particular site, the builder shall be permitted to stake the house and driveway location. The ARB shall then inspect and approve the home site before any tree cutting or grading takes place.

During all phases of clearing, grading and construction, builders' and suppliers' vehicles must enter and leave the home site on the intended driveway. There shall be no subcontractor signs, and no signs nailed to trees. Builders' signs and permits shall be professionally lettered and fastened to four inch by four inch (4" x 4") dark brown-stained posts. Real estate agency signs must be of a design and location approved by the ARB.

All construction debris, stumps, trees, etc., must be periodically removed from each lot by the builder and/or owner and such debris shall not be dumped in any area within Mainstreet unless approved in writing by the ARB. Following construction and until the house is sold and/or occupied, the builder and/or owner shall keep the home clean and the yard landscaped.

If during or after construction the ARB finds that the construction does not comply with the approved plans, it reserves the right to require conforming changes to be made. The cost of said changes shall be borne by the builder and/or owner.

IV. OUTSIDE MATERIALS:

Roof colors and material shall be approved by the ARB as stated above. Roof vents and flashing shall be the same color as the roof, and the vents should be installed on the back-side of the roof behind the ridges.

Whenever any construction is in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by ARB, or other material approved by the ARB.

Hard surface drives are required.

V. OUTSIDE AESTHETIC REQUIREMENTS:

No carports facing the street shall be permitted and the installation of doors on all garage openings facing the street is required.

There will be no radio and/or television or other aerial devices installed on the exterior of any unit whatsoever.

The erection, location and design of all mailbox and newspaper receptacles shall be approved by the ARB. Garbage and trash containers shall be installed underground or enclosed with a fence and gate which must be approved by the ARB. No garbage or trash containers shall be allowed at curbside.

Any yard fencing shall also be submitted to the ARB for approval. No type of chain link fencing will be allowed.

The use and location of a construction trailer and/or shed by a builder and/or owner must be approved by the ARB.

VL MISCELLANEOUS:

Any change in exterior, including color, materials, alterations, additions, etc. must have prior approval of the ARB. The ARB also reserves the right to require owners of homesites where construction has not taken place to reasonably maintain the appearance of said property on request, or to pay the Mainstreet Community Services Association for such maintenance if the request is not acted on by the owner and/or builder.


All houses and other structures, including driveways and landscaping, must be completed within one (1) year after the start of construction except where such completion is impossible or would result in great hardship to the owner or builders due to strikes, fires, national emergency or natural calamities.


Landscape plans shall be submitted to the ARB for approval and the design of that portion of the yard facing the street must be approved by the ARB before the home is occupied.


The above and foregoing protective covenants and architectural controls are in addition to certain Declaration of Covenants executed by Irwin-Probst-Cohn and/or Cohn Communities, Inc.


IN WITNESS WHEREOF, Irwin-Probst-Cohn and/or Cohn Communities, Inc. has caused this declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

IRWIN-PROBST-COHN


 Witness: Betty Spivey
 Notary: Rebecca W. Crosby
 My Commission Expires April 30, 1977


 Witness: Betty Spivey
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 My Commission Expires April 30, 1977


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 Notary: Rebecca W. Crosby
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 Notary: Rebecca W. Crosby
 My Commission Expires April 30, 1977

By [Signature]
Richard Irwin

By [Signature]
William R. Probst

By [Signature]
Jerald Cohn, President
Cohn Communities, Inc.

By [Signature]
Jerald Cohn, President


FILED & RECORDED
DEKALB CO. GA.

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[Signature] Clerk
BOOK 3175 PAGE 63

LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 2, 16th District, DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, start at the northwest right-of-way intersection of Redan Road and North Redan Circle, going thence along the northwest right-of-way line of Redan Circle an arc distance of 89.58 feet, said arc having a chord of 87.76 feet and a bearing of north 22 degrees 49 minutes 7 seconds east, said point being the true point of beginning; running thence along the north-westerly right-of-way line of North Redan Circle North 42 degrees 52 minutes 32 seconds East two hundred twenty-two and seven hundredths (222.07) feet to an iron pin; running thence north 81 degrees 41 minutes 03 seconds West one hundred fifty-three and ninety hundredths (153.90) feet to an iron pin; running thence North 00 degrees 22 minutes 03 seconds West three hundred forty-three and twenty hundredths (343.20) feet to an iron pin; running thence North 42 degrees 37 minutes 11 seconds East two hundred fifty-two and sixty-four hundredths (252.64) feet to an iron pin; running thence North 42 degrees 38 minutes 09 seconds East three hundred ninety-six and fifty-eight hundredths (396.58) feet to a point; running thence North 47 degrees 22 minutes 03 seconds West two hundred twenty-six and eighty-three hundredths (226.83) feet to a point; running thence North 24 degrees 16 minutes 26 seconds East ninety-seven and seventy hundredths (97.70) feet to a point; running thence North 63 degrees 40 minutes 51 seconds West two hundred seventy and thirty-four hundredths (270.34) feet to a point; running thence South 08 degrees 07 minutes 48 seconds West fifty-four and fifty-eight hundredths (54.58) feet to an iron pin; running thence South 51 degrees 15 minutes 41 seconds West five hundred forty-six and forty-nine hundredths (546.49) feet to an iron pin; running thence South 00 degrees 09 minutes 56 seconds East four hundred seven and thirty-five hundredths (407.35) feet to an iron pin; running thence South 32 degrees 53 minutes 59 seconds East six hundred seventy-three (673.0) feet to the north-westerly right-of-way line of North Redan Circle and the point of beginning, being known as Phase One, Mainstreet Subdivision, as more particularly shown on plat of survey prepared by Planners and Engineers Collaborative, dated April 11, 1974 and entitled Parkside Townhomes, and recorded in Plat Book 63, Page 29, DeKalb County, Georgia records.

Detached

Decl
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ARB

ADDITIONAL DEC
AND ARCHITECT

GEORGIA, DEKALB COUNTY

This Declaration, made and
by Irwin-Probst-Cohn, a Geo
Inc. by Jerald Cohn, Preside
Cohn Communities, Inc., he:

WITNESSETH:

WHEREAS, Developer is the
A of this Additional Declarat

WHEREAS, it is to the benefit
Cohn Communities, Inc. and its successors in ownership of said lots or parcels
that the protective covenants regulating the use of one or more such lots or par-
cels be established, set forth, and declared to be covenants running with above
described property. These covenants shall not apply to any other property owned
by Irwin-Probst-Cohn and/or Cohn Communities, Inc., even though it may be
contiguous with the above described property.

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Cohn Communities, Inc. does hereby proclaim, publish, and declare that all of
the following numbered protective covenants shall apply to any of such lots or
parcels whether or not Irwin-Probst-Cohn and/or Cohn Communities, Inc. here-
after specifically declares to be subject to such covenants by recital in any deed
of conveyance executed and delivered by the undersigned. These covenants shall
become effective immediately and shall run with the land described in any deed
of conveyance; and be binding upon all persons claiming under Irwin-Probst-Cohn
and/or Cohn Communities, Inc. until terminated by operation of law, or as here-
inafter provided, to wit:

I. No temporary house, and no temporary or permanent storage building,
shack, church, mobile home, tent, barn or other out-building shall be erected
or placed upon said lots to be used for residential purposes. Said lots shall be
used for single family residence purposes only and shall not be further subdivided.
No streets, roads or driveways shall be opened through said lots to serve adjoining
property except as might have been previously provided for by plat or survey duly
recorded or as might hereinafter be specified except as approved in writing by
the Architectural Review Board (hereinafter referred to as ARB) as hereinafter
described.

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placed or altered on any lot or parcel until the proposed building plans, speci-
fications, exterior color and/or finish, plot plan showing the proposed location
of such buildings or structures, drives and parking areas, and construction sche-
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upon any reason, including purely aesthetic conditions, which in the sole discretion
of the ARB shall be deemed sufficient. No alterations in the exterior appearance of
any building or structure shall be made without like approval by the ARB. One (1)
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or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry
block units, the entire surface of such blocks exposed above finish grade shall be
venered with brick, natural stone, stucco approved by the ARB or other material
approved by the ARB.

For Supplementary Declaration see DB 4051 pg. 416-21

3330/475
IV. No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be buried or shall be located abutting rear or sides of house and shall be contained within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ARB. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants.

The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Mainstreet Community Services Association and by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the Association or the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

V. No single family building shall be located nearer to a street line than indicated by the building lines shown on the recorded plat, nor nearer to an interior side lot line than seven and five tenths (7.5) feet. For the purposes of this covenants, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot.

VI. No single family detached residential building shall be located on said lot unless said building shall have at least fourteen hundred (1,400) square feet of heated living space. Any such building which exceeds one (1) story in height shall have not less than seven hundred (700) square feet on the ground floor. No such building shall exceed three (3) stories in height but nothing herein contained shall be construed as preventing the location on said property of residential buildings designed as "split level", such building being ones in which floor levels of habitable spaces are separated so that ground levels are in differing elevations, and part of said dwelling is three (3) stories in height. In the case of split level buildings there shall be not less than seven hundred (700) square feet of heated living space on the two (2) ground floor elevations.

A detached building not exceeding two (2) stories in height may also be placed on said lots to be used as a garage for not more than four (4) automobiles and such building may, in addition, contain servants' quarters.

VII. Adequate off-street parking shall be provided by the owners of said lots for the parking of automobiles owned by such owner, and said owners agree not to park their automobiles on the adjacent roads and streets as a matter of course. Boats, campers and/or recreational vehicles shall not be parked on said lots or on parcels or streets within Mainstreet.

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IX. Nothing shall be erected, placed, or altered on any lot nearer to any street than the building set back lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to that which has been approved by the ARB. The exposed part of retaining walls shall be made of brick, natural stone, or veneered with brick or natural stone or other material approved in writing by the ARB.

X. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. The same sight lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such triangular area unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

XI. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, provided prior approval is obtained from the ARB. The ARB shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of fifty dollars (\$50.00) for each day during which such violation continues. The recovery of such damages shall inure to the benefit of the Mainstreet Community Services Association and shall be used for the enforcement of these covenants. Written permission to erect signs advertising the property for sale or rent shall not be required after December 31, 1983.

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There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

XII. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgement, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required. Entry for the purpose of performing the work required shall be only between the hours of 7:00 A. M. and 6:00 P. M. on any day except Sunday.

ADD 383-1176 TAB 3 "said permanent charge and lien shall be subordinate to the lien of any first mortgage"

XIII. If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent or to recover damages for such attempt or violation.

XIV. Invalidation of any one of these covenants by judgement or court orders shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Irwin-Probst-Cohn and/or Cohn Communities, Inc. in deeds of conveyance as provided above and Irwin-Probst-Cohn and/or Cohn Communities, Inc. shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

XV. The failure of the ARB to insist on any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenants, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

XVI. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

XVII. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or parcels has been recorded, agreeing to change said covenants in whole or in part.

ARCHITECTURAL CONTROLS

The following basic architectural controls are intended to insure that from an aesthetic as well as a quality standpoint, Mainstreet will be Atlanta's finest and most complete family and recreation-oriented residential community. These basic controls are supplemented by legally drawn protective covenants which are available to architects, builders and owners upon request.

I. HOME PLAN APPROVAL:

One set of complete prints of the home as well as the proposed lot selection must be submitted to the ARB for approval. Prints must include foundation plan, floor plan, all exterior elevations, location and width of driveway, and projected finish grades following backfilling and landscaping.

In addition, actual samples and/or descriptive information on materials such as brick, stone, siding and roofing, as well as exterior color schemes must be submitted. Construction may not be started until the builder and/or owner receives a letter of approval from the ARB; one (1) copy of which will be signed by the builder and/or owner and retained by the ARB along with the complete set of prints. Any changes of any kind made following approval must be submitted to the ARB for reapproval.

II. ARCHITECTURAL REVIEW BOARD

The ARB shall be appointed by the Class C member. At such time as the Class C membership expires, the ARB shall be appointed by the Board of Directors of the Mainstreet Community Services Association.

A majority of the ARB may designate a representative to act for it. In the event of death or resignation of any member of the ARB the Class C member or Board of Directors (whichever is applicable) shall designate a successor. Neither the members of the ARB, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

III. CONSTRUCTION AND INSPECTION:

Following receipt of written approval by the ARB for a home on a particular site, the builder shall be permitted to stake the house and driveway location. The ARB shall then inspect and approve the home site before any tree cutting or grading takes place.

During all phases of clearing, grading and construction, builders' and suppliers' vehicles must enter and leave the home site on the intended driveway. There shall be no subcontractor signs, and no signs nailed to trees. Builders' signs and permits shall be professionally lettered and fastened to four inch by four inch (4" x 4") dark-brown-stained posts. Real estate agency signs must be of a design and location approved by the ARB.

All construction debris, stumps, trees, etc., must be periodically removed from each lot by the builder and/or owner and such debris shall not be dumped in any area within Mainstreet unless approved in writing by the ARB. Following construction and until the house is sold and/or occupied, the builder and/or owner shall keep the home clean and the yard landscaped.

If during or after construction the ARB finds that the construction does not comply with the approved plans, it reserves the right to require conforming changes to be made. The cost of said changes shall be borne by the builder and/or owner.

IV. OUTSIDE MATERIALS:

Roof colors and material shall be approved by the ARB as stated above. Roof vents and flashing shall be the same color as the roof, and the vents should be installed on the back side of the roof behind the ridges.

Whenever any construction is in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by ARB, or other material approved by the ARB.

Hard surface drives are required.

V. OUTSIDE AESTHETIC REQUIREMENTS:

No carports facing the street shall be permitted and the installation of doors on all garage openings facing the street is required.

Radio transmission or receiving aerials or antennas (including television) may be installed with prior permission of the ARB.

The erection, location and design of all mailbox and newspaper receptacles shall be approved by the ARB. Garbage and trash containers shall be installed underground or enclosed with a fence and gate which must be approved by the ARB. No garbage or trash containers shall be allowed at curbside.

Any yard fencing shall also be submitted to the ARB for approval. No type of chain link fencing will be allowed.

The use and location of a construction trailer and/or shed by a builder and/or owner must be approved by the ARB.

VI. MISCELLANEOUS:

Any change in exterior, including color, materials, alterations, additions, etc. must have prior approval of the ARB. The ARB also reserves the right to require owners of homesites where construction has not taken place to reasonably maintain the appearance of said property on request, or to pay the Mainstreet Community Services Association for such maintenance if the request is not acted on by the owner and/or builder.

All houses and other structures, including driveways and landscaping, must be completed within one (1) year after the start of construction except where such completion is impossible or would result in great hardship to the owner or builders due to strikes, fires, national emergency or natural calamities.

Landscape plans shall be submitted to the ARB for approval and the design of that portion of the yard facing the street must be approved by the ARB before the home is occupied.

The above and foregoing protective covenants and architectural controls are in addition to certain Declaration of Covenants executed by Irwin-Probat-Cohn and/or Cohn Communities, Inc.

IN WITNESS WHEREOF, Irwin-Probst-Cohn and/or Cohn Communities, Inc. has caused this declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.

IRWIN-PROBST-COHN

Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

By *[Signature]*

Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

By *[Signature]*

Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

By *Jerald Cohn Pres.*

COHN COMMUNITIES, INC.

Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

By *Jerald Cohn*
Jerald Cohn, President
R. W. DENICKE, JR.



Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

[Signature]
R. W. Denicke, Jr.

HERBERT KOHN

Betty Bates
Witness
Rebecca W Crosby
Notary
Notary Public, Georgia State of Large
My Commission Expires April 30, 1977

Herbert Kohn
Herbert Kohn

FILED & RECORDED
DEKALB CO. GA.
NOV 13 2 27 PM
[Signature] Clerk