

BK 12852 PG0049

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

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GARY ROBERTS, CLERK

PROTECTIVE COVENANTS
FOR
WYNDHAM PARK SUBDIVISION
UNIT ONE

WT Alexander
Kentech Properties Inc
1494 Summer Hollow Trail
Lawrenceville, GA
30243

ON PLAT OF WYNDHAM PARK SUBDIVISION, UNIT ONE, WHICH IS RECORDED IN BOOK 10 PAGE 204, GWINNETT COUNTY, GEORGIA ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH ARE COVENANTS RUNNING WITH THE LAND. ALL PURCHASERS OF LOTS IN SAID PLAT, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, BY THE PURCHASE OF SAID LOTS, AGREE TO BE BOUND BY THE COVENANTS CONTAINED HEREIN, AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THE SUBDIVISION, AND SHALL REMAIN IN FORCE AND EFFECT UNTIL MAY 1, 2016.

1. Lots shown shall be for single family private dwellings with no lot or structure being used for any type of business or commercial enterprise. No building shall be erected on any lot to be used as a school, church or kindergarten.
2. No lot shall be subdivided such as to create an additional building lot.
3. No temporary house, shack, tent or trailer shall be erected on any lot.
4. No residence shall be erected on any lot to have less than 1600 square feet of indoor heated area. No mobile homes or doublewide manufactured homes shall be allowed.
5. No relocated house to be moved onto the property.
6. No accumulation of discarded personal effects, debris, waste garbage, or other unsightly objects or matter will be permitted on any lot. All garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.
7. Exterior of houses shall be of brick veneer, stucco, or contemporary type siding. No exposed concrete block.
8. Lot owners must acquire written approval from the developer of all house plans, site location, additions, outbuildings, (including any pet shelter) exterior finish, exterior color, and roof color prior to commencement of construction or modification.
9. 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 usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose.

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10. No exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of the lot, without the prior written consent of the developer.
11. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" and "For Rent" signs relating to the lot. Entry signs and fences, subdivision identification signs, and sale information signs erected by the developer or his agents are hereby excepted.
12. The term "vehicles" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. Unless and except to the extent that the occupants of a lot shall have more vehicles than the number of parking areas serving their lot, all vehicles shall be parked within such parking areas. Vehicles shall not be parked on the street for more than twenty-four (24) hours. Any recreational vehicles parked on any lot shall not be visible from any street.
13. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained closer to the street than the rear of the residence located on the lot. All fence types, material and color must be approved in writing by the developer.
14. No overhead utility lines, including lines for cable television, shall be permitted on any lot, except for temporary lines as required during construction and lines installed by or at the request of the developer.
15. No window air-conditioning units may be installed that are visible to the street or neighboring property.
16. No swimming pool or above ground swimming pool shall be constructed, erected or maintained upon any lot without prior consent of the developer.
17. No vegetable garden, hammock, statuary or play equipment, (including, without limitation, basketball goals) may be located other than between the rear dwelling line and the rear lot line.
18. The lawn of each lot between the front dwelling line and the street must be sodded with a lawn grass approved by the developer.
19. All mailboxes located on lots shall be of a similar style approved by the developer. Replacement mailboxes may be installed after the type has been approved by the developer.
20. No exterior clotheslines of any type shall be permitted on any lot.

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21. No house shall be nearer a fronting street than the building line shown on the plat, nor nearer than 40 feet from the rear lot line. Minimum side yard is 10 feet, total side yard setback is 25 feet. These setbacks apply unless otherwise approved by governmental authorities and/or the developer.
22. Home builder shall be held responsible for implementation of and conformance with county soil erosion control ordinance.
23. Home builder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall seed all disturbed earth with a permanent vegetative cover.
24. No residence shall be erected on any lot without a double garage.
25. All structures erected shall be completed within one year of when work began.
26. Electrical meter base installed on side of homes are to be painted the same color as siding.
27. A 20 foot perimetral drainage easement shown to conform to FHA regulations, and a 10 foot drainage (though not shown pictorially) along all interior lot lines, are hereby to be dedicated to Gwinnett County.
28. Motorcycles/motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final platted lots or undeveloped.
29. Owners shall not alter, remove or add improvements to any entry features constructed by the developer on any lot, or any easement area associated therewith without the prior written consent of the developer.
30. If the developer fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it in writing, approval will not be required, and this section will be deemed to have been fully complied with.
31. The developer may, at any time and from time to time, delegate and assign to an association, person or any entity, in whole or in part, its rights under these Protective Covenants, including, without limitation, its approval rights set forth in Sections 8, 10, 13, 16, 18, 19, 21 and 29 of these Protective Covenants. Any such assignment shall be by written instrument recorded in the Gwinnett County, Georgia records.

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32. For as long as the developer owns any property in the Subdivision for development and/or sale, the developer may unilaterally amend these Protective Covenants as long as any such amendment does not materially adversely affect the substantive rights of any lot owners hereunder, nor shall it adversely affect title to any lot without the consent of the affected lot owner. These Protective Covenants may also be amended by the written consent of at least a majority of the lot owners; provided, however, so long as the developer owns any property in the Subdivision for development and/or sale, any such amendment must also be consented to in writing by the developer.

33. Invalidatation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. These covenants are in addition to any other restrictions or conditions imposed by the governmental authorities under their zoning ordinances and the specific conditions of approval as stated in zoning case number RZ-95-137.

WITNESS the hand and seal of the undersigned, this 13th day of May, 1996.

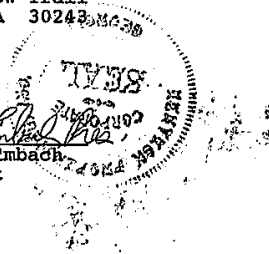
Signed sealed and delivered in the presence of:

Kentech Properties, Inc.
1494 Summer Hollow Trail
Lawrenceville, GA 30243
(Developer)

Sharon F. Shypard
Witness

Rebecca Jumper
Notary Public

By Thomas W. Limbach
Thomas W. Limbach
President



My commission expires:



