

**DECLARATION OF PROTECTIVE COVENANTS
FOR SOMERSET**

1. NAME.

The name of the property is Somerset, which property is a residential property owner's development.

2. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) Additional Property means those lots as shown on the Plats which are not subject to the terms of this Declaration, but which shall, upon execution of a consent in accordance with terms of this Declaration, become a portion of the Property.

(b) Articles or Articles of Incorporation mean the Articles of Incorporation of the Somerset Homeowner's Association, Inc., as filed with the Secretary of State of the State of Georgia.

(c) Association shall mean Somerset Homeowner's Association, Inc. a Georgia nonprofit corporation, its successors or assigns.

(d) Board or Board of Directors shall mean the elected body responsible for management and operation of the Association.

(e) Bylaws mean the Bylaws of the Somerset Homeowner's Association, Inc.

(f) Common Property shall mean all easements and real property owned by the Association for the common use and enjoyment of the members of the Association, to the extent provided herein or over which the Association has easement rights.

(g) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Somerset Subdivision. Such standard may be more specifically determined by the Board of Directors.

(h) Effective Date means the date as is further defined in Paragraph 4 hereof.

(i) Lot means a portion of the property as shown on the Plats for Somerset Subdivision that is intended for ownership and use as a single-family dwelling site as shown on the said plats and which is subject to the terms of this Declaration.

(j) Occupant means any Person occupying all or any portion of a dwelling or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(k) Officer means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(l) Owner means the record title holder of a Lot, but shall not include a Mortgage Holder.

(m) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

(n) Plats shall mean those certain plats recorded in the plat records of Cobb County, Georgia as follows: Plat Book 64, Page 59 - Somerset Unit One-Sec. A; Plat Book 64, Page 60 - Unit One-Sec. B; Plat Book 81, Page 129 - Unit One-Sec. C; Plat Book 64, Page 61 - Somerset Unit Two-Sec. A; Plat Book 65, Page 60 - Unit Two-Sec. B; Plat

Book 64, Page 29 - Unit Two-Sec. C; Plat Book 81, Page 125 - Unit Two-Sec. D (superceding Plat Book 65, Page 196); Plat Book 67, Page 31 - Somerset Unit Three; Plat Book 82, Page 72 (Sheet 1 and Sheet 2) - Somerset Unit Four (superceding Plat Book 70, Page 7 and Plat Book 75, Page 127); Plat Book 75, Page 40 - Somerset Unit Five; Plat Book 183, Page 85 - revisions to Unit 5 adding Lots 26A and 27A; Plat Book 80, Page 32 - Shadowlake Subdivision; and Plat Book 64, Page 41 - Dover Mitcham Subdivision.

(o) Property means that real estate in Somerset, Dover-Mitcham and Shadowlake and those lots located at 390, 400, 440, 450, 460, and 470 Shadowlawn Road submitted to the provisions of this Declaration by the Owner's execution of this Declaration or by the recording of a consent subsequent to the date of recording of this Declaration. By recordation of this Declaration, the Common Property is hereby submitted to this Declaration and shall be deemed a part of the Property.

3. PROPERTY DESCRIPTION.

The Property subject to this Declaration is located in Land Lots 1252, 1253, 1254, 1268, 1269, and 1270 of the 16th District, 2nd Section and Land Lots 931, 936, 945, 996, 997, and 1044 of the 17th District, 2nd Section of Cobb County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "B" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. The Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

Only the real property described in this Paragraph 3 is subject to this Declaration. However, by one or more Supplementary Declarations executed by an Owner of a Lot in Somerset, Dover-Mitcham or Shadowlake and the Association, other real property may be subject to this Declaration.

4. EFFECTIVE DATE.

This Declaration shall become effective upon recording in the Cobb County, Georgia land records. Additional consents, by Owners of Lots located within the Additional Property may be recorded at any time and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration.

5. USE RESTRICTIONS

(a) Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Property, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (c) the business activity conforms to all zoning requirements for the Property; (d) the business activity does not increase traffic in the Property; (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.

(b) Improvements on Lots

(i) No new homes shall be erected or placed on any Lot until the building plans, elevations, specifications of material, specifications of exterior finish, and specifications of construction methods, with plat plans showing the location of such buildings, have been approved in writing by the Board of Directors, as to conformity and harmony of exterior finish, color, design, and general quality with the existing Community-Wide Standard of the neighborhood, as to the location of the building with respect to topography and finish ground elevations, which approval shall be at the sole discretion of the Board. If the Board fails to approve or disapprove such application within forty-five (45) days after the application and all information as the Board may reasonably require have been submitted, then the Owner submitting the application may issue written notice, by certified mail, to the Association president, informing of the Owner's intent to proceed with the modification as identified in the application, unless the Association

issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice. If the Board fails to issue such written disapproval within that ten (10) day period, then its approval will not be required and this subsection will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or Association rules, or of any applicable zoning or other laws.

(ii) Homes must have a minimum square footage as follows: (A) 2,400 square feet of heated finished area for a multi-level home; or (B) 2,000 square feet of heated finished area for a single story home. The above dimension shall be calculated by measuring the exterior dimensions of a home.

(iii) There shall be no open carports facing the street.

(iv) There shall be no exposed concrete block.

(v) There shall be no fencing closer to the front of the Lot than the front of the dwelling on the Lot unless otherwise approved in writing by the Board of Directors.

(c) Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, Members eligible to use portions of the Common Property may reserve such areas for use for a period of time as set by the Board. Any such Member who reserves a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Noxious, destructive or offensive activity shall not be carried on upon the Common Property. Each Member shall refrain from any act or use of the Common Property which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Members or their guests, tenants or invitees. No Member may use or allow the use of the Common Property in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Members, their guests, tenants or invitees or in such a way as to constitute, in the Board's sole opinion, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Member to proceed individually for relief from interference with his or her property or personal rights.

(d) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Garbage containers shall be buried or hidden from view, except on the day of pick-up. No dirt, rock, trash, refuse, or debris of any kind shall be placed in the street, buried upon the right-of-way of any street, or stored on any Lot.

(e) Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities visible from streets adjacent to a Lot or from surrounding properties, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices outside of the dwelling or a garage, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. No outside clotheslines shall be permitted.

(f) Lake. All Association Members residing in the Somerset Community have access of the lake to the shoreline. No refuse or toxic material of any kind may be placed in the lake or creeks feeding the lake, or in any storm drains.

(g) Vehicles. Campers, boats, motorhomes, recreational vehicles (RV's), commercial equipment, and commercial vehicles or vehicles with commercial writing on their exteriors must be parked in a garage or other enclosed area. Passenger vehicles, sport utility vehicles used as passenger vehicles, and motorcycles may be parked on the driveway. No vehicles may be parked on grass areas.

6. DURATION.

The covenants and restrictions of this Declaration shall run with and bind the Property and the Common Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded. After such time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

7. AMENDMENT.

This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Owners of Lots subject to the terms of this Declaration holding at least seventy-five (75%) percent of the total eligible vote of Lot Owners. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

8. GENERAL PROVISIONS.

(a) Enforcement. As more particularly provided for herein, each Owner and Occupant shall comply strictly with the Declaration, Bylaws and rules and regulations as they may be lawfully amended or modified from time to time. The Somerset Homeowner's Association, Inc. shall have authority to enforce this Declaration, whether or not the violator is a member of the Association. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved submitted Lot Owner. The Association shall be entitled to all costs, including, but not limited to attorney fees actually incurred, to enforce provisions of the Declaration and Bylaws. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

(b) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Common Property; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security. It shall be the responsibility of each Owner and Occupant to protect his or her person and property and all responsibility to provide security shall lie solely with each Owner and Occupant. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(c) Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

9. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned Owner(s) is/are the record Owner(s) and holder of title in fee simple to a Lot within the Somerset Subdivision in Cobb County, Georgia, located at the address described below, and more particularly shown as Lot _____, as located in Land Lot _____, _____ District, _____ Section and as shown on the plat of survey for _____ Subdivision recorded in Plat Book _____, Page _____, Cobb County, Georgia records such plat being incorporated herein by this reference.

Signed, sealed and delivered
this _____ day of _____, 20____.

Witness

Notary Public

[NOTARY SEAL]

Signed, sealed and delivered
this _____ day of _____, 20____.

Witness

Notary Public

[NOTARY SEAL]

Signature of Owner

Print or Type Full Name of Owner

Street Address

Signature of Co-Owner

Print or Type Full Name of Owner

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]