

**Declaration of Protective Covenants  
For  
Walker's Ridge Subdivision**

State of Georgia  
County of Cobb

Whereas, the Declaration Of Protective Covenants for Walker's Ridge Subdivision was recorded in Deed Book records of Cobb County, Georgia; and

Whereas, said Declaration provided that it would be binding on all owners of lots in Walker's Ridge for a period of ten years at which time said Covenants may be extended, in whole or in part, as provided therein; and

Whereas, section 23 of said Declaration provides that the Covenants shall automatically extend for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part and

Whereas, a majority of the owners of lots in Walker's Ridge, desire to change said Covenants in whole or in part and to extend said Covenants as provided therein;

Now Therefore, in consideration of benefits of the owners of lots in Walker's Ridge, a majority of the owners of the lots in Walker's Ridge hereby adopts these Protective Covenants which shall apply to all lots and all persons owning said lots in Walker's Ridge, the same being a subdivision of all those certain lots lying and being in land lots, tracts or parcels of land situated in Cobb County, Georgia and being more fully delineated by a plat prepared by Mayes Sudderth and Etheredge, INC., Georgia Registered Land Surveyors, dated April 11, 1984, and recorded in Plat Book 91 Records of Cobb County, Georgia.

1. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories, and a private garage for not less than two cars. No temporary

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1. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories, and a private garage for not less than two cars. No temporary

house, shack or tent shall be erected on said lots or parcels to be used for residential purposes, and no lot may be used for school, church or kindergarten purposes. No front entry carport shall be allowed. Front entry garages with garage doors shall be acceptable.

2. All plans for structures to be erected on said lot shall be submitted to the architectural control committee appointed by the Walker's Ridge Homeowners Association, Inc. (hereinafter referred to as the "Architectural Control Committee") for approval before commencing construction. If same are not approved or disapproved within thirty (30) days from date submitted, then same shall be considered approved by default. Before any house may be occupied, it must be completely finished on the exterior in accordance with said plans. All of the yard which is visible from any street must be planted with grass or have suitable ground cover. Mailbox and supporting structure shall be completed and the design shall harmonize with adjacent buildings as approved by the Architectural Control Committee, and the driveway surface must be either paved or the surface approved by the Architectural Control Committee but no asphalt driveways are to be allowed.

3. Exterior materials and an exterior finishing schedule must be submitted to the Architectural Control Committee for approval prior to the installation of said material and finished. Samples of these materials and finishes must be submitted if requested. If same are not approved or disapproved within thirty (30) days from the date of submitted, then same shall be approved by default. Whenever buildings erected on any lot or constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry units, such blocks or other prefabricated masonry units shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade unless otherwise approved by the Architectural Control Committee.

4. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any lot or parcel of land, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any such lot or parcel of land, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the neighborhood.

5. No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any lot or parcel of land. Garbage containers shall be buried or shall be located abutting rear or sides of houses and shall be obscured from view. If an enclosure is used it shall be in keeping with the general appearance of the house and approved by the Architectural Control Committee. The design or materials of such enclosure shall be in keeping with the general appearance of the house. Any owner, or his family, servants, agents, guests, or tenants, who dumps or places any trash or debris upon any lot or parcel of land shall be liable to the Architectural Control Committee, which in its sole discretion, shall have the work performed, and charge the owner for the actual cost of removal thereof, plus twenty (20%) percent of said costs.

6. No trees measuring ten inches or more in diameter, any flowering trees or shrubs, or any evergreens may be removed without the written approval of the A.C.C. unless located within six

feet of a building, within six feet of the approved site for such buildings, or within the right-of-way of driveway and walkways.

7. The ground-floor area of the main structure, exclusive of one-story open porches, carports, and garages, shall cover not less than the following ground area of said lot; one-story structures, not less than 1,700 square feet, and two-story structures, not less than 1,100 square feet with a minimum of 1,800 square feet in the two stories. If a house is destroyed, the replacement shall be at least equal to the square footage of the house that was destroyed.

8. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any owner, or his family, servants, agents, guests, or tenants, upon any lot or portion of land, provided that a reasonable number of generally recognized house pets may be kept, provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained unless same is approved in advance by the Architectural Control Committee.

9. No television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless said antenna, radio receiver, satellite dish or other device is one meter or less in diameter and is installed at the rear of the residence, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the subdivision; provided, however, that the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Subdivision, and should cable television services be unavailable and adequate television reception not be otherwise available, then an Owner may make written application to the Architectural Control Committee for permission to install a television antenna. The location of the placement of a satellite dish that is one meter or less in diameter shall be subject to the approval, **in writing**, of the Architectural Control Committee except that said committee must allow a placement at a location on an Owner's Lot where reception can reasonably be obtained.

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

11. To provide a neat, attractive, and harmonious appearance throughout the neighborhood, no awnings, shades, screens or window boxes shall be attached to, or hung or used on the exterior of, any window or door of any house; and no railings, fences, walls, or antennas shall be installed or constructed upon any lot or parcel of land without the prior written consent of the Architectural Control Committee. Further, no foil or other reflective materials shall be used on any

windows or sunscreens, blinds, shades, or for any other purpose, nor shall any window-mounted heating, air-conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, or shall any clothing, rugs, or other items be hung on any railing, fence, hedge, or wall.

12. No advertising signs, billboards or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except that a sign may be used to advertise the property for sale or rent, so long as said sign does not exceed two feet and has no lighting of any type.

13. 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 or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any lot.

14. No individual sewage disposal system shall be permitted on any lot.

15. Trailers, campers, trucks (except pickups and vans), travel buses, boats and personal water craft, recreational vehicles or any such equipment must be parked in the extreme rear of a lot and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper facility. No overnight parking shall be allowed on any street for more than 48 hours.

16. To preserve the architectural appearance of the neighborhood, no construction of improvements of any nature whatsoever shall be commenced or maintained by any owner, his family, tenants, visitors, guests, servants, and agents with respect to the exterior of any house or with respect to any other portion of any lot or other parcel of land, including, without limitation, the construction or installation of sidewalks, driveways, decks, patios, swimming pools, tennis courts, greenhouses, playhouses, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the Architectural Control Committee. The Architectural Control Committee shall have the sole discretion to determine whether the plans and specifications submitted for approval are acceptable and in compliance with the total scheme of the neighborhood. Further, there shall not be erected upon any lot or parcel of land within the neighborhood any above-ground swimming pools, no butane, propane, fuel oil, or any other type above-ground tank or structure shall be permitted.

17. The recreation facilities are dedicated for use by the property owners of Walker's Ridge only and are not available for public use. No private tennis courts constructed on any lot shall be lighted. The tennis courts owned by the Walker's Ridge Homeowners' Association, Inc., may be lighted by environmentally friendly lighting which avoids intrusion on the surrounding neighbors, as approved by the Architectural Control Committee, such as Techlight Environmental Lighting Systems or similar lighting systems.

18. The Architectural Control Committee shall be appointed by the Board of Directors of the Walker's Ridge Homeowners' Association. All plans which are required to be submitted to and approved by the Architectural Control Committee must receive a majority vote for approval.

19. 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 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 as well as the Walker's Ridge Homeowners' Association, Inc.

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

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

22. Zoning regulations applicable to the 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.

23. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.