



Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

CROSS REFERENCE TO:
DEED BOOK 2131, PAGE 204
COBB COUNTY DEED RECORDS

AMENDED PROTECTIVE COVENANTS FOR GREENS CROSSING SUBDIVISION

The following restrictions and covenants shall apply to the property known as GREENS CROSSING SUBDIVISION, Unit No.1 and Unit No. 2. These covenants and restrictions shall apply to all the said lots of said subdivision, with the exception of Lot No. 148, which shall be included in the recreation area in addition to the area designated on the plat of Unit No. 1 of said subdivision as a recreation area. Said property being subject to these covenants is described on Exhibit "A," which is attached hereto and incorporated herein by reference. The restrictions and covenants shall run for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years subject to a total period of twenty (20) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

1. All lots in the tract shall be used for residential purposes only, except Lot No. 148 and the recreation area as shown on said plat. No structures shall be erected, placed, altered or permitted to remain on any lot other than on (1) single family dwellings not to exceed two (2) stories in height, exclusive of the basement. All other out buildings incidental to residential use of the lot must be approved by the Board of Directors of the Green's Crossing Homeowners Association, Inc. (Hereinafter referred to as "the Board") prior to the construction thereof.

2. Said property is not to be used, without limitation, as a location for, or in connection with, a boarding house, a rooming house, a hospital, a sanitarium, an infirmary, a cemetery, a church, a school, a kindergarten, a public garage, or a filling station, professional or business office, nor shall any apartment, duplex, or store building be erected or placed thereon. A home office or home based business may be operated from said property for so long as said business conforms to all Cobb County ordinances which currently or may be enacted.

3. No building shall be erected, placed, or altered on any lot in GREENS CROSSING SUBDIVISION, UNITS NOS. 1 and 2, until the building plans, specifications, exterior material including color, and plot plan showing the location of such building have been approved in writing by the Board, their successors or assigns, as to conformity and harmony of the external design and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations. All yards, which are visible from any street must be planted with grass or have other suitable ground cover. All yards must be properly maintained. Proper maintenance requires that at no time should the lawn be more than (6) inches in height in any location. All driveways must be paved with concrete. No driveway may be repaired or replace with asphalt.

4. No building shall be located nearer to the front line or nearer to the side street line than the building set-back lines shown on said recorded plat. No building on any lot shall be located nearer than ten (10) feet to any inside lot line.

5. The layout of the lots as shown on said recorded plat shall be adhered to, and no lot or lots may be re-subdivided. However, more than one (1) lot may be used for the erection or placement or one (1) residential structure. No additional streets, roadways, or driveways, either public or private, shall be opened through any lot in GREENS CROSSING SUBDIVISION, UNITS NOS. 1. and 2.

6. No trailer, basement, tent, shack, or prefabricated houses, shall be erected on any lot or lots. Nor shall any structure of a temporary character be used as a residence. The exterior of each building must be completed in every detail in accordance with approved plans and specifications prior to occupancy. The exterior of all homes must be maintained and be painted in a color consistent with the neighborhood. In the event a property owner wishes to change the outside color of his home, this change must be approved by the Board.

7. No horses, cows, chickens, sheep, or goats shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets, however, may be kept provided they are not kept, bred, or maintained for any commercial purpose. No noxious or offensive activity—(i.e. loud music, fireworks)—shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Any one (1) story or split level dwelling on any lot in GREENS CROSSING SUBDIVISION, UNITS NOS. 1 and 2, shall cover a ground area of not less than 1,500 square feet and any two (2) story dwelling shall cover a ground area of not less than 900 square feet, with a combined footage on both levels or not less than 1,800 square feet. Any story and a half dwelling on any lot in GREENS CROSSING SUBDIVISION, UNITS NOS. 1 and 2, shall cover a ground area of not less than 1,200 square feet with a total footage of 1,600 square feet on both levels. The square footage mentioned above is exclusive of areas contained in open porches, carports, and garages. Notwithstanding anything else herein contained, all residences erected on any lot, which is contiguous to CLEARWATER ESTATES SUBDIVISION, must contain 1,350 square feet of living area plus 300 square feet of bonus area.

9. No plain concrete blocks either in buildings or walls shall be used above finished ground elevations on sides or fronts of residences unless said blocks are covered with brick, stone, or stucco, nor on rear of residences unless covered with brick, stone, or stucco. No aluminum, metal, or thin bevel cedar shall be used on any exterior construction. All wood, stucco, or concrete walls above grade must be stained or painted (no clear sealer or motor oil can be used-on wood siding).

10. No metal fences to be used on front of residences. They may be used in rear of residences only up to the back of the residence. Front yards may have wooden or vinyl fences (No vinyl coated chain link). Any property owner who plans to install fencing, whether new or replacement must have the fencing approved by the Board

11. Garbage containers shall be buried or hidden from view from street and adjacent property owners. No clotheslines that can be seen shall be permitted.

12. House trailers, campers, trucks (except pickups and vans), travel buses, boats, and/or boat trailers must have a current tag and be parked in garage, basement or out of sight from front of residence. All commercial vehicles, whether with or without signage, must park off the streets of Greens Crossing Subdivision by 10:00pm in the evening. All commercial vehicles parked or otherwise brought into Greens Crossing Subdivision must comply with the appropriate Cobb County Ordinances.

13. There shall be no front entry carports. All front entry garages shall have doors.

14. All, mailbox posts shall be of "T" type construction and shall be constructed of cedar posts. Any exemptions must be approved by the Board.

15. Swings, and other play ground equipment shall not be permitted in the front yards of said lots nor shall they be permitted to be attached to the fronts or sides of the dwellings constructed

thereon. Basketball standards are permitted in the side and backyard of homes. No basketball standards of portable design shall be allowed to remain on the streets of Greens Crossing Subdivision after 10:00 pm in the evening.

16. Lot No. 148 and 149 as shown on plat of Unit 1 of said subdivision and the Recreation Area as also shown on said plat, shall be used for recreation purposes. The Facilities, which include a Clubhouse, pool and two tennis courts, common ground and entrance way will be maintained by the GREENS CROSSING HOMEOWNERS ASSOCIATION (as per Declaration of Association 1998). Each homeowner or each owner of a lot in said Units 1 and 2 of said subdivision shall be eligible to use said facilities upon payment of annual Homeowner assessments and Recreational fees. The board according to set bylaws of the Association will set assessments and fees.

All property owners not currently permanent members of the association may join the homeowners association by completing the necessary forms and complying with the rules and regulations of the homeowners association. They may also use the recreational facilities, without joining the homeowners association by voluntary payment of set fees by the Board. Rental of the Clubhouse will be available to ALL resident property owners of Greens Crossing with payment of deposit and fees set by the Board.

17. The Architectural Committee shall consist of Members of the Current Board. (As per Declaration of Association 1998)

18. If the parties (ALL homeowners of Greens Crossing) hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situation in GREENS CROSSING SUBDIVISION, UNITS NOS. 1 and 2, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages or other dues from such violation.

The failure of any property owner to enforce promptly the provisions of these covenants shall, at no time, be considered as a waiver of future rights to enforce compliance.

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

IN WITNESS WHEREOF, Declarant, together with the undersigned Property Owners of lots subject to the Declaration, have executed this Amendment under seal as of the day and year first above written.

Signed, sealed and submitted
in the presence of:

DECLARANT:
GREENS CROSSING
HOMEOWNERS ASSOCIATION INC.

Donna M. Thomas
UNOFFICIAL WITNESS

By: Konrad Erni
Konrad Erni, President

Chris Kane Yocco
NOTARY PUBLIC

Attest: Janet Nemecek
Janet Nemecek, Secretary

Notary Public, Cobb County, GA
My Commission Expires May 28, 2006



EXHIBIT "A"

[PROPERTY INITIALLY SUBMITTED]

The property initially submitted to the terms and conditions of the Declaration shall be: (1) the Common Property, more particularly described in Exhibit "B"; (2) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to Permanent Membership (Exhibit "C"); and (3) those Lots, as defined in the Declaration, for which the Owner of the Lot has executed a Consent Form consenting to and submitting the Lot to Civic Membership (Exhibit "D"); attached hereto and incorporated herein by reference. The Consent Forms executed by Owners submitting their Lots to the Declaration are attached hereto and incorporated herein by reference.

EXHIBIT "B"

[COMMON PROPERTY]

All that tract or parcel of land lying and being in Land Lot 22 of the 20th District, Second Section, Cobb County, Georgia, and located in Green's Crossing Subdivision and labeled "Recreation Area" on that certain plat dated November 28, 1979 prepared by Dixon's Land Surveying Co., J. B. Dixon, RLS #1878, and titled Green's Crossing Subdivision, Unit No. 1 and recorded in Plat Book 74 at Page 201 in the Office of the Clerk of Superior Court, Cobb County, Georgia, which plat is expressly incorporated herein by reference and made a part hereof.