

## **EXHIBIT E – SPECIFIC COVENANTS & USE RESTRICTIONS**

WHEREAS, Association and each Lot Owner/Member that so elects desires to subject the Lots to the covenants, restrictions and agreements hereinafter set forth, each of which is for the protection of the Property and for the benefit of all subsequent owners of any part of the Property, each of which shall inure to the benefit of and run with the property in perpetuity as provided by the Act.

1. No Lot shall be used except for residential purposes and no Lot shall be subdivided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2.5) stories in height and a private carport or garage for not more than two (2) cars. No temporary house, shack, trailer, or tent to be used for residential purposes shall be erected on any Lot.
2. No Lot shall be maintained as a dumping ground for rubbish, trash or garbage. **All trash and garbage containers must be removed from the curb the same day after pickup, and shall be kept out of view from the street.** No Lot shall be used for keeping or breeding of livestock animals or poultry of any kinds, 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 and nothing shall be done thereon which may be or may become any annoyance to the neighborhood. Campers and/or motor homes may not be parked on any Lot for more than ten (10) days in any given calendar year. No commercial truck or tractor trailer parking shall be allowed. No inoperative cars, trucks, motor homes or other types of vehicles shall be kept or stored on any Lot unless fully contained within an enclosed garage.

**No vehicles shall be parked on the lawn of any Lot, consistent with Gwinnett County's Zoning Regulations that state: "Parking in front yards in residential areas is allowed only on surfaced driveways or inside carports and garages. There shall be no major repair performed on any motor vehicle on any Lot in Jackson's Township unless the repair takes place in a fully enclosed garage.** Violation of this covenant shall subject the Lot owner to the penalty of \$50.00 per day (paid to the Association) for each day during which such violation continues.

3. Dwelling buildings erected on any Lot shall each have not less than 1,200 square feet of heated, habitable floor space.
4. No trees on any part of the Lot over four (4) inches in diameter shall be removed, and no building (including without limitation storage sheds, garages, outbuildings and swimming pools), fence or wall shall be erected, placed altered or permitted to remain on any Lot until the clearing plans or the building plans, elevations, specifications or exterior finishes (including colors and materials) have been submitted to and approved in writing by Association, its successors or assignees, as to conformity and harmony of external

finishes, color, design and general quality with the existing standards of the Subdivision, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be in the sole discretion of Association. All fencing shall be subject to approval by Association and no type of chain link fencing shall be allowed. **Clotheslines (except for a folding umbrella type) may be allowed in the rear of Lots behind homes (but clothes must not stay on the line longer than one (1) day) and should be screened from street view by landscaping.** All exterior redecoration shall also be subject to approval by Association. If Association fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, Association shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by Association, no material changes may be made in said plans and specifications without the written consent of Association.

5. Easements have been reserved to the Declarant, 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 lot, and five (5) feet along each side line; with further easements reserved to cut or fill at a 3-in-1 slope along (or to install sidewalks within 15 feet of) the boundaries of all public streets or roads built on the property. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as many hereafter appear on any plat of record of the Property of any portion thereof.
6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the 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, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. **Minimum distance from roofline to roofline shall not be less than ten (10) feet.**
7. **All three (3) entrances to Jackson's Township subdivision shall be equally well maintained.** The grounds (including that land between the Lot line and the pavement of the public road) of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Grass on any Lot shall not be allowed to exceed six (6) inches in height. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat attractive condition, Association or the authorized agents or successors and assigns, may, after ten (10) days notice to the Owner, enter upon such Lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, and shrubs and other plants removed therefrom. Such liability for amounts expended for such cutting, clearing and

maintenance shall be a permanent charge and lien upon such Lot (**with proper notice of such charges given to Owner in the form of a registered letter**). All costs incurred by Association on behalf of such Owner should be reasonable but such determination will be at the sole discretion of Association. Although notice given as hereinabove provided shall be sufficient to give Association or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 AM and 6:00 PM on any day except Sunday. In lieu of performing the Work, the Association may charge the Owner \$25.00 per day as a fine for failing to maintain the landscaping. Notice of such fines shall be provided to the Owner as stated in this paragraph.

**All storm or fire damage to any Lot or home must be removed and/or repaired within six (6) months of the date the damage occurred.**

**Lots and open porches are not to be used for storage and shall be kept neat and free of the accumulation of items such as, but not limited to, lumber, tools, automobile parts, salvage material, etc.**

8. No advertising sign 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 (not to exceed 2' x 2') may be used to advertise the property for sale or rent.
9. If anyone bound to observe and comply with the Declaration shall violate or attempt to violate any covenant while the same is in force, the Association or any aggrieved owner of a Lot in the Subdivision may prosecute any proceeding at law, or in equity, against such violator to prevent or to recover damages for such attempt or violation. **The prevailing party shall be entitled to recover, in addition to costs and disbursements otherwise allowed by law, it's/his/her reasonable attorney's fees in the trial court and on any subsequent appeal. In addition, the Association may levy daily fines for violations as provided in this Declaration.**
10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.
11. The failure of Association to insist in 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 Association of any term, covenant, condition, provision or

agreement shall be deemed to have been made unless expressed in writing and signed by Association.

12. Zoning regulations applicable to property subject to this Declaration shall be observed. All building codes, zoning ordinances and regulations of governmental entities must be observed. In the event of any conflict between any provision or such zoning restrictions and the restrictions of this Declaration, the more restrictive regulation or covenant will apply.
13. In the event that any one or more of the foregoing Covenants, Conditions, or Restrictions shall be adjudged, for any reason, by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the Covenants, Conditions and Restrictions not so adjudged to be void, but all of the remaining Covenants, Conditions, Reservations and Restrictions not so expressly held to be void shall continue unimpaired and in full force and effect. In the event this Declaration is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then, in that event, such term shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of Georgia relating to the duration of such Restriction.
14. Satellite Television Antennas. Satellite television antennas on any Lot shall be placed on the rear of any Lot so as not to be visible from the street. If reception is not possible in light of this restriction, the Owner may notify the Board and a variance may be granted.