

After Recording Return to
Mark V. Fidler
4103 Country Way
Cohutta, GA 30710

FILED & RECORDED 4:30
TIME: 1-18-07
DATE: 49827
DEED BOOK: 327-346
PAGE: *Melissa Kondrat, C.R.C.*
Whitfield County, GA

4:30
18 38170

[Space above this line for recording data.]

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE VILLAS AT NOB NORTH
A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION**

Georgia, Whitfield County

THIS DECLARATION, made on the date hereinafter set by HIGHLAND FOREST HOMES, INC., a Georgia corporation with its principal place of business being in Whitfield County, Georgia, (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, a community known as THE VILLAS AT NOB NORTH is being developed on real property owned by Declarant in Whitfield County, Georgia, which community includes the real property located in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires to subject the real property described in said Exhibit "A" of this Declaration to the protective covenants, restrictions, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of said property, and to make provision for subjecting other real property which may be developed as a part of said community to this Declaration or to other declarations containing protective covenants, restrictions, easements and liens;

NOW, THEREFORE, Declarant hereby declares that the real property described in said attached Exhibit "A" is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this Declaration shall, from and after the filing of record of a supplementary declaration as described herein, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration which are specified in such supplementary declaration. Every grantee of any interest in the above described real property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, and whether or not it shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to said terms and conditions.

BOOK 4827 PAGE 0328

ARTICLE 1. DEFINITIONS

1.01 Association. "Association" shall mean and refer to **The Villas at Nob North Homeowners Association, Inc.**, a Georgia Non-Profit Corporation, its successors and assigns.

1.02 Committee. "Committee" shall mean and refer to the Architectural Control Committee.

1.03 Common Property. "Common Property" shall mean all real property, together with all improvements and personal property located thereon or fixtures affixed thereto, owned and designated as "common property" by the Declarant for the common use and enjoyment of the Owners or owned by the Association for the common use and enjoyment of the Owners.

1.04 Declarant. "Declarant" shall mean and refer to **Highland Forest Homes, Inc.**, a Georgia Corporation, its successors and assigns.

1.05 Development. "Development" shall mean all real property submitted to this Declaration and any future property as may be permitted herein to be added.

1.06 Lot. "Lot" shall mean and refer to any numbered plat of land comprising a single dwelling site described in Exhibit "A" hereto and other property as hereafter may be platted as lots and made subject to this Declaration.

1.07 Mortgage. "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, security deed, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

1.08 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers and excluding those having such interest merely as security for the performance of an obligation.

1.09 Plat. "Plat" shall mean and refer to the plat of survey described in Exhibit "A".

ARTICLE 2. PROPERTY RIGHTS

2.01 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, acting by and through its Board of Directors, to adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the Owners and their assignees thereon, which rules and regulations may include without limitation a limit upon the number of guests which an Owner may authorize to use the Common Property;

(b) The rights of all other Owners to use and enjoy the Common Property; and

(c) The right of the Association to suspend the voting rights and use by an Owner for any period during which any assessment against such Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

BOOK 4327 PAGE 0029

2.02 Delegation of Use. Any Owner may delegate, in accordance with the Association By-Laws, the Owner's right of enjoyment to the Common Property and facilities to the members of the Owner's family, the Owner's tenants and guests; provided, however, the rights and privileges of such persons are subject to suspensions to the same extent as those of the Owner.

ARTICLE 3.
MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Declarant and every Owner shall be a member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot.

3.02 Voting Rights. Subject to the following provisions of this Article 3, the Association shall have two classes of voting membership: Class A and Class B.

(a) Class A members shall be all those persons holding an interest required for membership as specified in Section 3.01 of this Article with the exception of Declarant. Class A membership shall be a non-voting membership except on such matters and in such events as are hereinafter specified. Class A members shall be entitled to full voting privileges at such time as the Class B member no longer owns any Lot now or hereafter subjected to this Declaration, or at such time as the Class B member may so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. Before the earlier of these events, Class A members shall be entitled to vote only on (1) any proposal to change the method of calculating the amount of the annual assessments to be levied by the Association, (2) any proposal that a special assessment be levied by the Association, (3) any proposal to add additional properties to the jurisdiction of the Association where approval of the Association shall be required, (4) any proposal to dedicate or transfer all or any part of the Common Property to any public agency or authority, (5) any proposal of merger, consolidation or dissolution of the Association, and (6) any proposal to amend the Articles of Incorporation of the Association. When entitled to vote, Class A members shall be entitled to one vote for each Lot owned. When more than one individual or entity owns a Lot, all such individuals or entities shall be Class A members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such individuals or entities and an attempt by two or more of them to cast such vote or votes, such individuals or entities shall not be recognized and such vote or votes shall not be counted.

(b) Declarant shall be the sole Class B member. Class B membership shall be a full voting membership, and during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote plus such number of votes as it would be entitled to at any particular time if it were a Class A member rather than a Class B member. The Class B membership shall terminate and cease to exist at such time as Declarant no longer owns any Lot now or hereafter subjected to this Declaration, or at such time as Declarant shall so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 3.1, in which event it shall be and become entitled to such number of votes as would then be allotted to other Owners of such interests.

3.03 Meetings. Subject to the provisions of Section 3.02, all matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any of said meetings shall be given to said members, and the quorum required for the transaction of business at any of said meetings shall be as specified in the By-Laws of the Association, as amended from time to time and by law.

ARTICLE 4.
ASSESSMENTS

4.01 Purpose of Assessments. The annual assessments provided for herein shall be levied, spent and used by the Association to further any corporate purpose, including but not limited to, maintaining private sewer systems, maintaining lawns and landscaping of each Lot and common areas, and providing common mailboxes, and any other reasonable purpose as may be set forth in the Association's Articles of Incorporation, as amended from time to time, or pursuant to the valid exercise of any corporate power as set forth in said Articles of Incorporation, as amended from time to time.

4.02 Creation of the Lien and Personal Obligation for Assessments. Each Lot now or hereafter subjected to this Declaration is subject to a lien and permanent charge in favor of the Association for the annual assessments set forth in Section 4.03. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot against which it relates, and shall also be the joint and several personal obligation of each Owner of such Lot at the time the assessment becomes due, and each such Owner hereby covenants, and by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay the same to the Association as and when due.

4.03 Amounts of Assessments. Assessment shall be due and payable quarterly as to each Lot conveyed by the Declarant to an Owner. The initial quarterly assessment for each Lot shall be \$300.00 per quarter. The quarterly assessments shall be payable to the Association on a January 1st, April 1st, July 1st and October 1st of each year. If the quarterly assessment payment is not paid within ten days of its due date there shall be a \$35.00 late charge and if said quarterly assessment payment is not paid within thirty days of its due date there shall be an additional \$50.00 late charge. If it is determined that the quarterly assessment is excessive, or is insufficient to produce sufficient funds to satisfy the maintenance costs and current needs of the Association, then at the regularly scheduled annual meeting or at a called special meeting of the Association members (all actions being taken pursuant to the terms of the Articles of Incorporation and By-Laws of the corporation) then the quarterly assessment may be increased or decreased, as the case may be, in an amount sufficient to satisfy the costs and needs of the Association. Assessments will be prorated from the date of Closing with Declarant (or by a Builder as provided in Section 4.06) to an Owner according to the number of days remaining the applicable quarter of the year and shall be payable on date of closing.

4.04 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; The Remedies of Association. If an assessment is not paid on the date when due, as herein provided, then such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot to which it relates, and shall bind such property in the hand of the then Owner, his heirs, legal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass as a personal obligation to the Owner's successor in title unless expressly assumed by such successor in title. If such successor in title assumes such prior Owner's personal obligation, such prior Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which the prior Owner was obligated to pay immediately preceding the transfer, and such prior Owner and such successor in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and such successor in title creating the relation of principal and surety as between themselves or creating any relationship as between themselves other than one by virtue of which such prior Owner and such successor in title would be jointly and severally liable to pay such amounts. Any such assessment not paid on the date when due, as hereinabove provided, shall bear interest from the date of delinquency at the maximum rate allowable under Georgia law, and the Association may bring legal action against the Owner personally obligated to pay the same and foreclose its lien against the Lot to which it relates. In either of such events, the Association shall also be entitled to recover attorney's fees in an amount

BOOK 1327 PAGE 0331

equal to fifteen percent (15%) thereof, and all costs of collection. Each Owner, by acceptance of a deed or other conveyance to a Lot, vests in the Association or the Owner's agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. The Association shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease mortgage and convey the same. No Owner may be relieved from liability for the assessments provided for herein by non-use of the Common Property or by abandonment of the Owner's Lot or otherwise.

4.05 Subordination of the Charges and Liens to Mortgages.

(a) The lien and permanent charge of the assessment (together with interest thereon, late charges and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any mortgage placed on such Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed for record has been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the Owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation, or relieve such property or the then and subsequent Owners from liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Association may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of Association to assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

4.06 Exempt Property. Each Lot now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarant or while owned by an individual, corporation, or partnership engaged primarily in the business of building housing units which individual or entity purchases the Lot from Declarant for the sole purpose of constructing thereon for eventual sale a single-family residence through such contractor's own efforts and those of his agents, employees, and subcontractors. All Common Property, including any Lot which may be designated for use as such by Declarant, shall be exempt from the assessments, charges, and liens created herein.

4.07 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual assessments in any succeeding year, but may carry forward from year

BOOK 1257 PAGE 0032

to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and effectuation of its purposes.

4.08 HIGHLAND FOREST COUNTRY ESTATES LANDOWNERS ASSOCIATION, INC. Each Lot is also subject to the rules and regulations of the Highland Forest County Estates Homeowners Association, Inc. Each Lot in addition to dues required in The Villas at Nob North, shall pay the mandatory Highland Forest Country Estates Homeowners Association dues. Said dues are currently in the amount of \$100.00 per year. Each Lot will also have the right to join the Highland Forest Country Estates Pool, which pool dues are separate from The Villas at Nob North dues and Highland Forest Country Estates Homeowners Association, Inc. dues. Pool dues are set on an annual basis.

ARTICLE 5.
PROTECTIVE COVENANTS

5.01 Land Use and Building Type. No Lot shall be used except for residential purposes, and no commercial activity of any kind shall be carried on upon any Lot. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not less than two (2) nor more than four (4) cars. Garage shall be defined as a covered building having three fully enclosed sides and a fourth side with a working garage door. A garage is not to be used as a room for sleeping and is to be used primarily for storage and parking of automobiles. Garages are not to be converted to living space at any time, unless an approved new garage is built. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Georgia State Minimum Standard One and Two Family Dwelling Code or its successor. Under direct inspections of the Whitfield County Building Inspector, construction can vary from that required by the Georgia State Minimum Standard One and Two Family Dwelling Code in order to conform to the current regulations of the governing agency.

5.02 Architectural Control. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing location of the structure, clearing necessary, the grading plans, landscaping plat (including shrubs, trees, planting, and sod) specifications, are approved by the Architectural Control Committee of the Association (the "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No swimming pool, tennis court, or other improvement shall be erected, placed, or altered on any Lot until a plan showing location of the improvement has been approved by the Committee as to harmony of design and location with existing structures, and as to location with respect to existing structures, topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing location of the structure, clearing necessary, the grading plans, landscaping plat (including shrubs, trees, planting, and sod) specifications, are approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval(s) shall be as provided in Section 5.21 hereof.

(a) Dwellings hereafter constructed in said subdivision shall, for each of the respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows: Dwellings of one story, or one and one-half story, or two stories, above ground level shall contain, in the heated living area thereof, exclusive of basements, one-story porches and garages, not less than 1,800 square feet.

(b) NO SPLIT LEVEL, SPLIT FOYER OR BASEMENT ONLY GARAGE DWELLINGS SHALL BE PERMITTED.

BOOK 4327 PAGE 0233

(c) Heated living area having clear head room of less than five (5) feet shall not be included within any computation or calculation of heated living area of any dwelling for purposes of this covenant;

(d) Any dispute or question pertaining to classification of architectural type, correct computation of square footage of heated living area, or any other matter of dispute or question pursuant to this covenant shall be determined by the Architectural Control Committee, whose decision or determination shall be conclusive and binding upon all parties.

5.03 Building Location. No building shall be erected on any Lot nearer than 25 feet to the front Lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 8 feet to any interior Lot line, or nearer than 10 feet to any rear Lot Line provided that, should the minimum building setback line for any particular Lot shown on the recorded plat above referred to be more or less than the minimum distances provided herein, then the minimum building setback lines reflect on said plat shall control as to such Lot.

5.04 Drainage and Utility Easements. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across any Common Property in the Development for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the person causing the damage at its sole expense.

5.05 Color Choices. Color choices for all exterior siding, trim and roofs will be of those "color tones" as approved, in writing, by the Committee. A color guide of approved "color tones" is available from the Committee. Changes in exterior colors, repainting or re-staining or re-roofing of any structure on any Lot must all be approved in writing by the Committee prior to commencement of said changes. ALL FRONT DOORS SHALL BE THE SAME STYLE AND COLOR, unless a different door and color is approved by the Committee.

5.06 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no junk yards or auto used parts storage on any Lot within this subdivision, nor shall any Lot be used for the purpose of an automobile workshop or commercial garages; nor shall any immobile or inoperable automobile be maintained or located upon any Lot or upon any street in said subdivision. No commercial vehicles shall be parked in public view within this subdivision after construction is completed, except for service vehicles making service calls. No dwelling erected on any Lot shall be occupied for habitation until the exterior of said dwelling is fully completed, which shall be deemed to include, but not necessarily limited to, painting or staining of the dwelling exterior and completion of construction of driveway and walkway. There will be no satellite dish, no types of radio antenna, or no types of TV antenna which are visible from any location on any other Lot, except for those less than 24 inches in diameter which are affixed to rear side of house, or rear roof, or located behind the rear corners of the house on the Owner's Lot. No portion of any Lot or any of the common property shall be used for the storage of any property or thing that will cause the Lot or the Common Property to appear to be in an unclean or untidy conditions, or that will be obnoxious to view nor shall any substance, thing, or material be kept on any Lot or on the Common Property that emits foul or obnoxious odors. The pursuit of hobbies or other activities, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any Lot or in the Common Property.

BOOK 4217 PAGE 0234

5.07 Temporary Structures and Outbuildings. No structure of a temporary character, mobile home, manufactured home, modular home, any home or dwelling or building having a certificate of title, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently. No shell home shall be erected or placed on any Lot in this subdivision. No homes, building, or dwellings shall be moved onto any Lot. This provision shall not prevent the placement by Declarant of a temporary structure, such as a mobile home, upon said premises for its use as temporary offices during the period of development of said subdivision. Auxiliary storage buildings may be placed or constructed upon a Lot only after the specific written approval of the Committee, and in any event, must be located to the rear of the dwelling constructed upon the Lot, and must be built in a manner which substantially matches the construction and character of the dwelling located on the Lot and at a minimum must be on a concrete foundation, have siding similar to dwelling located on said Lot and have a shingled roof the substantially the same color as the shingles on the dwelling located on said Lot.

5.08 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

5.09 Oil and Mining Operations. 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 excavation or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.10 Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than an accumulative total of TWO dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. No pets will be cared for outside of the dwelling. No outdoor pets are allowed. NO CHAIN LINK or other types of METAL fence are allowed. If a pet is outside, then it shall be on a leash under the control of its owner. If a pet becomes a nuisance to the residents of the Subdivision, then at the discretion of the Committee, the pet must be removed from the Subdivision.

5.11 Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment or containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept in the rear of the house.

5.12 Sewage Disposal. All Lots are to be connected to the **Villas at Nob North Private Sewer System**, which is permitted with the Georgia Department of Natural Resources Environmental Protection Division, and has a General Permit No. of GAG278000. No individual sewage-disposal system shall be permitted on any Lot. All Owners acknowledge and agree to be bound by the terms of the Trust Indenture between the Declarant and the City of Varnell, Georgia as the terms of said Trust Indenture relate to the individual Lot Owners. All Lot Owners and residents agree to comply with all rules and regulations covering the use of the said private sewer system, as are promulgated by the State of Georgia, City of Varnell, the Declarant and the **Villas at Nob North Homeowners Association, Inc.**

5.13 Road Purposes. No Lot or part thereof shall, except at the sole and exclusive option of Declarant, at any time during the term of these covenants be used for road or street purposes, whether public or private; provided, however, that this covenant shall not be construed to prohibit the construction and maintenance of a driveway for purposes of providing ingress and egress from public streets in said subdivision to the residences to be constructed in said subdivision.

5.14 Construction Standards. The following additional construction standards shall be observed:

- (a) No exposed concrete or concrete block shall remain on any exterior wall above ground level; all foundation walls shall be either brick or other material as is approved in writing by the Committee;
- (b) All foundations shall be fully enclosed at the exterior walls; no pier-type foundations or unenclosed foundations of any material shall be permitted;
- (c) All driveways must be of concrete construction only, and concrete driveways must be poured with a minimum thickness of four (4) inches. All driveways shall be not less than twelve (12) feet in width, and shall run from the pavement line on the street frontage of each Lot to the garage located upon each individual Lot;
- (d) No gateways or entry structures, no mail box structures, shall be erected at the driveway entrance to any Lot;
- (e) No installation of private lighting shall be located or placed forward of the building setback line as shown upon the aforesaid plat of said subdivision, unless approved in writing by the Committee;
- (f) The Owner of each individual Lot shall, upon completion of a dwelling upon such Lot, provide concrete return corners at the point or points of intersection of the Owner's private driveway with the public street whereupon the Owner's Lot fronts in said subdivision, which return corners shall be joined in workmanlike manner to the concrete curbing installed on said street in said subdivision.
- (g) During construction phase of building dwellings on Lots, all Builders or Owners must maintain a reasonably neat job site, including at a minimum, keeping trash and discarded building materials from scattering all over the subdivision. All Lots during construction phase shall have a small trash receptacle for vermin attracting garbage from workers' lunches and which must be emptied on a regular basis. Each Lot must be serviced by a portable sanitary temporary outside toilet, unless a Builder is building on more than 3 Lots, and in this case a Builder may have a portable sanitary temporary outside toilet to service up to 3 lots. A Lot must have a trash dumpster for construction debris, unless a Builder is building on more than 3 Lots, and in this case Builder may have a trash dumpster to service up to 3 Lots.
- (h) All dwellings approved for construction shall have as a minimum, 100 percent brick on the front and both side elevations of said dwelling, excluding doors, windows, overhangs and dormers. All homes constructed must have brick, on the rear elevations, and vinyl on all overhangs and dormers of the dwelling. NO WOOD SIDING OR CONCRETE STUCCO OR LIKE MATERIAL IS PERMITTED IN THE SUBDIVISION. Synthetic stucco may be used as accents only with approval by Committee. Any change to construction standards must be approved by the Committee.
- (i) A landscape plan shall accompany every new home application to the Committee. All yards on each lot must have an approved water sprinkler system.
- (j) All homes must have a 10/12 pitch roof minimum on main body roof. All roofs shall be shingled with Architectural Shingles and the color must be black blend, unless otherwise approved by the Committee.
- (k) Each lot must have a four (4) feet concrete sidewalk on areas that each lot abuts the subdivision street. Sidewalks are to be 24 inches from back of the street curb and are to be installed by the Builder prior to occupancy of the dwelling.

BOOK 4927 PAGE 0336

5.15 Firearms. No firearms shall be unlawfully discharged upon any Lot at any time, and no "target practice" or contests of marksmanship shall be conducted at any time.

5.16 Motorcycles. Motorcycles, four-wheelers, go carts, all terrain vehicles, motorbikes and like equipment and machinery maintained for the personal use of any Owner or member of the Owner's family may be garaged upon any Lot and operated upon the public streets, provided that said equipment is licensed to be driven on the public streets, in the Development. No unlicensed motorcycle, four-wheeler, go cart, all terrain vehicles, motorbike and like motorized equipment and machinery may be operated in any location other than upon the Lot owned by the person or persons maintaining such vehicle or equipment or on Lots where other Owners have permitted the same upon their Lot, provided said use does not become a nuisance as may be determined in the sole discretion of the Committee, and all such vehicles when not in use must be parked or stored in the garage or basement of the Dwelling unit.

5.17 Trees. No cutting or other destruction of trees over 2 inches in diameter shall be permitted without the written consent of the Committee.

5.18 Sight Distance at Intersections. 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 line 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 any 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.19 Re-subdivision. Re-subdivision of the Lots shown upon the aforesaid Plat of Survey shall be permitted only if the same does not operate so as to permit the construction of more than one single-family dwelling per each numbered Lot shown upon the aforesaid plat of said subdivision, and only if the re-subdivided lot has a minimum square footage as required by applicable Zoning Ordinances applicable at the time of said re-subdivision, and only if approved in writing by Declarant, or if Declarant no longer is a Class B member of the Association, by the Committee.

5.20 Maintenance of Lots.

(a) The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. All Lots must have Bermuda Sod placed in the entire lawn before occupancy. All lots must be landscaped in a workmanlike manner. Any future landscaping shall have Bermuda Sod for entire lawn.

(b) It shall be the duty of the Association to maintain the grassed areas and the plants, shrubs, bushes and trees of each Lot (the "Lawns"). Such maintenance of the lawns shall include but not be limited to, mowing, fertilizing and weeding of the Lawns and trimming plants, shrubs, bushes and trees, all in a manner that is satisfactory to the Committee. In the event that an Owner of any Lot shall erect an approved fence enclosing any portion of the Lawns on such Lot in accordance with the provisions of Section 5.02 of this Declaration, then such Owner shall be obligated for (and the Association no longer shall be obligated for) the maintenance of the portion of the Lawns enclosed within such fenced area. The Owner shall be obligated to keep and maintain all portions of the Lawns within such fenced area in a neat, sanitary and attractive condition which is satisfactory to the Committee. The erection of a fence by an Owner and the resulting release of the Association from the duty to maintain the Lawns within such fenced area shall have no affect on the amount of any assessment levied on the Lot.

BOOK 4907 PAGE 0307

(c) Holiday lights are permitted to be displayed in said subdivision but must not be erected prior to November 20th and must be removed by January 10th.

5.21 Architectural Control Committee.

(a) The Architectural Control Committee (the "Committee") shall consist of the Declarant or its designee, as long as Declarant is a Class B Member of the Association.

(b) At such time as Declarant is no longer a Class B member of the Association, the Committee shall consist of 3 members as elected by the Board of Directors of the Association. In the event of resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration.

(c) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. IN THE EVENT that the Committee fails to provide approval or disapproval in a timely manner, ALL PROVISIONS OF THIS DECLARATION ARE STILL TO BE COMPLIED WITH AND NO INACTION BY THE COMMITTEE SHALL BE DEEMED A WAIVER OF ANY OF THE OTHER PROVISIONS OF THIS DECLARATION. All construction of improvements in accordance with the plans submitted to and approved by the Committee, and subsequent changes in said plans shall be submitted prior to construction of those changes to the Committee for further approval of said Committee in accordance herewith. The Committee shall not be responsible for and shall have no liability for any structural defects in such plans or specification or in any building or structure erected according to such plans and specifications.

5.22 Laundry. No Owner, guest, or tenant shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony, porch, deck or terrace railings. No clotheslines, wires, or any like material or item shall be erected on any Lot for the purpose of drying clothes or laundry of any type. This provision may, however, be temporarily waived by the Declarant or the Association during a period of sever energy shortage or other conditions where enforcement of this section would create hardship.

5.23 Mailbox/Newspaper Boxes. Mailbox and newspaper boxes shall be of uniform design as selected by the Declarant and are to be installed by the Builder after the dwelling is completed and prior to occupancy. Mailboxes shall be purchased from developer at cost as shown on suppliers invoice.

5.24 Excavation. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purposes. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Committee is obtained.

5.25 Vehicle Parking. Automobiles owned by Owners shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house-trailer or such vehicle shall be stored on the premises. Vacation trailers, campers, motor homes and boats and other like or similar vehicles or equipment must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Lot or Common Area or anywhere else in the Development.

SCOK 4327 PAGE 0338

5.26 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot, except that basketball goals, backboards and poles may be placed in driveway, provided they are painted and maintained in a reasonable manner, and the type and location thereof has been approved by the Committee, so long as said basketball goals are not located at the street.

5.27 Approved Builders. Only builders that have been approved by the Declarant shall be permitted to construct original Dwelling Units in the Subdivision. The Declarant shall maintain a list of approved builders which list shall be made available to Owner and prospective purchasers. The Declarant may from time to time, in its sole discretion, change the approved builders list by adding names of additional builders and/or by deleting the names of builders no longer approved; provided, however, that the number of approved builders shall not fall below four (4). An Owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list at the time the construction contract is entered into.

5.28 Approved Landscapers. Only landscapers that have been approved by the Declarant shall be permitted to landscape property of original Dwelling Units in the Subdivision. The Declarant shall maintain a list of approved landscapers which list shall be made available to Owner and prospective purchasers. The Declarant may from time to time, in its sole discretion, change the approved landscapers list by adding names or additional landscapers and/or by deleting the names of landscapers no longer approved.

5.29 Utility Lines. Except as may be permitted by the Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Development, except for temporary lines as required during construction and lines installed by or at the request of the Declarant.

5.30 Air-Conditioning Units. No window air conditioning units shall be installed in or upon any dwelling, home or building on any Lot.

5.31 Artificial Vegetation, Exterior Sculpture, Exterior Statuary and Similar Items. No artificial vegetation or plastic animal decorations, such as pink flamingos, etc. shall be permitted on the exterior of any home and located on any Lot. Exterior sculpture, statuary, fountains, bird baths, bird house, and similar items must be approved by the Committee, but in no event shall be located so as to be visible from the front of any Lot or any adjoining street to said Lot. No flag pole or similar type poles are to be installed on any Lot, except for one flag which may be attached and flown on a home provided it is no larger than 4 feet by 5 feet.

5.32 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a dwelling, as determined in the sole discretion of the Committee.

5.33 Gardens. No vegetable or other type of garden, shall be constructed, erected, or maintained upon any Lot unless the type and location thereof has been approved by the Committee.

5.34 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the Committee and in no event shall any above-ground pool be permitted.

5.35 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. No sheets, towels, blankets or other like material shall be used as window treatments.

BOOK 4327 PAGE 0339

5.36 Fuel, Water or other Tanks. No fuel tanks or any type or water tanks of any type shall be stored or maintained upon any Lot in such a manner as to be visible from any public street or road or from any other Lot, unless used by the Declarant, temporarily, in the ordinary course of developing the Community. All propane tanks must be buried.

5.37. AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND FOREST COUNTRY ESTATES, AS RECORDED IN DEED BOOK 355, PAGE 191, ET. SEQ., CLERK'S OFFICE, WHITFIELD SUPERIOR COURT. Declarant, pursuant to the provision of Article IX, Section 2 of that certain Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates, as recorded in Deed Book 355, page 119, et. seq., Whitfield County, Georgia Land Records, (hereinafter the "Declaration") does hereby extend the Declaration so that the same shall be hereafter fully applicable, and all its terms and conditions apply to the Property. Pursuant to Article IX, Section 2 of the Declaration, Highland Forest Land Owner's Association, Inc. has given its approval to add the Property to the scheme of the Declaration.

**ARTICLE 6.
ADMINISTRATION OF HOMEOWNERS ASSOCIATION**

6.01 Responsibility for Administration. The administration of Villas of Nob North and the maintenance, repair, replacement, and operation of the Common Property shall be the responsibility of the Association.

**ARTICLE 7.
GENERAL PROVISIONS**

7.01 Dedication. It is contemplated by Declarant that certain lands now or hereafter made subject to be shown on a plat of survey which includes Lots now or hereafter made subject to this Declaration may be developed or used as recreational areas, including parks and playgrounds, or as green space, open spaces or walkways, and unless and until such time as Declarant shall convey by deed such property to the Association, neither the development or use of such property for any of such purposes shall constitute or be construed by implication to be a covenant, restriction, or representation that such property is dedicated or otherwise permanently committed for any of such purposes, the possible sale of such property for residential purposes, or the use thereof for other purposes, being expressly contemplated and reserved by Declarant.

7.02 Delegation and Assignability. Declarant shall at all times and from time to time have the right to delegate or assign to the Association any and all functions or rights reserved to Declarant under this Declaration. Any function or right so delegated or assigned to the Association may be exercised as the Board of Directors of the Association shall determine.

7.03 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant, the Association, or any Owner of any Lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns until twenty (20) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20) year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record Owners of Lots in the Development. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

BOOK 4927 PAGE 0340

7.04 Amendment by Declaration. During any period in which the Declarant is a Class B member of the Association, Declarant may amend by an instrument in writing filed and recorded in the Whitfield County, Georgia Land Records, without the approval of any Owner or Mortgagees; provided however, that:

- (a) In the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid upon the written consent thereto by a majority of the then existing Owners affected thereby;
- (b) In the event that such amendment would materially and adversely affect the security title and interest of any mortgage holders, such amendment shall be valid as to such mortgage holders only upon the written consent thereto of such mortgage holders so affected. Any amendment made pursuant to this Section 7.04 shall be certified by Declarant as having been duly approved by Declarant, and such Owners and Mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by such amendments as are permitted by this Section 7.04 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development:
 - (i) if such amendment is necessary to bring any provisions hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith;
 - (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration;
 - (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; or
 - (iv) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

7.05 Amendment. The covenants and restrictions of this Declaration may be amended at any time and from time to time during said first period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed (a) by Declarant, if it is the Owner of any Lots then subject thereto, and (b) by at least two-thirds (2/3) of the Owners whose Lots are then subject thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

7.06 Enforcement. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the law to enforce any charge or lien arising by virtue thereof. Any failure by Declarant, the Association or any Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

BOOK 4927 PAGE 0311

7.07 Mergers. Pursuant to a merger or consolidation of the Association, the Association's properties, rights and obligations may be transferred to another non-profit corporation, or the properties, rights and obligations of another non-profit corporation may be transferred to the Association. The surviving or consolidated corporation may administer the covenants and restrictions applicable to the property now or hereafter made subject to this Declaration together with the covenants and restrictions which either the merging corporation or corporations or the surviving or consolidated corporation was, or were, otherwise entitled to administer. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions hereby made applicable to the property described in Section 2.1 of this Declaration, provided that, as hereinabove provided, the members of the Association, may, as an incident to any such merger or consolidation, make changes in the method of calculating the maximum amount of the annual assessments and may amend the covenants and restrictions.

7.08 Variances. The Declarant shall have the power and authority, in its sole discretion, to grant variances to this Declaration provided, however, that such variances shall be reasonably consistent with the purpose of this Declaration and shall not materially adversely affect existing Improvement(s). Whenever, in the exercise of its discretion the Declarant grants a variance to these Declarations, each Owner and/or Occupant of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of these Declarations. Each Owner and/or Occupant of a Lot appoints the Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances.

7.09 Right of Abatement (Actions for Violation of Covenants and Restrictions.)

(a) In the event of a violation or breach of any restriction contained in this Declaration the Association, or the Committee, or the Declarant, except as otherwise provided in this Declaration, shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within ten (10) days after the mailing of said written notice, then the Association shall have the Right of Abatement (defined in paragraph (b) below) subject only to the superior right of holders' deeds to secure debt described herein.

(b) The Right of Abatement, as used in this section means the right of the Association, the Declarant or the Committee, through its agents and employees, to enter at all reasonable times upon any Lot or structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition, which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by Law or 15% to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions hereof.

(c) Such lien shall be superior to any and all charges, liens or encumbrance which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only:

- (I) such liens for taxes or other public charges as are by applicable law made superior;
- (ii) the liens created herein;

BOOK 4927 PAGE 0342

(iii)(a) such lien authorized herein with respect to any Lot is hereby made subordinate to the lien of any deed to secure debt placed on such Lot if, but only if, such lien with respect to such Lot is entered after the date of the deed to secure debt on said Lot. The lien hereby subordinated is only such lien and charge as relates to liens authorized hereunder having been filed subsequent to the date such deed to secure debt or is filed for record and prior to the satisfaction, cancellation or foreclosure of such deed to secure debt or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such deed to secure debt.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgage property of his personal obligation to pay all liens due at a time when he is the Owner; shall not relieve such property from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a mortgage or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation.

7.10 Required Development; Reversion of Title for Failure to Develop. The purchaser of each Lot from the Declarant, by accepting a deed to the Lot, covenants for that purchaser, their heirs, administrators, successors and assigns, and every successor in interest to the Lot or any part thereof; that construction of improvements on the Lot shall commence not later than the last day of the 24th calendar month following the date of the purchase of the Lot from the Declarant and shall thereafter be continuously pursued until completed in accordance with plans and specifications approved by the Committee. For purposes hereof, if the date of the purchase is on or before the 15th day of the month in which the closing takes place, the month will be considered the first calendar month of the 24th month period specified above. Purchases consummated after the 15th day of each calendar month shall be deemed, for purposes hereof, to have been consummated on the 1st day of the calendar month immediately following the date of purchase. Upon the failure of a purchaser of a Lot from the Declarant, its successors and assigns, or successors in interest, to enter into a valid and enforceable contract for the construction of improvements in accordance with plans and specifications approved by the Committee and to commence construction of improvements in accordance with the construction plats and specifications submitted to and approved by the Committee, prior to the last day of the 24th month following the date of purchase of the Lot from the Declarant, title to the Lot shall, at the sole option of Declarant, revert to the Declarant, its successors and assigns. Declarant is to exercise the option of said reversion of title, by sending written notice to the Owner of said Lot, by certified mail to the last known address of the subject Lot Owner, within 30 days of the last day of the 24th month following the date of purchase of the Lot from the Declarant, and the Declarant shall pay to the Owner of the Lot the purchase price paid to the Declarant for the Lot, without interest, within 60 days of the reversion of title. This covenant shall constitute a covenant running with the land and shall be binding upon the purchaser of any Lot, the purchaser's heirs, executors, administrators, successors and assignees. No provision of this Section shall be construed as requiring the Declarant to develop or improve any Lot. Notwithstanding the above provisions, Declarant specifically reserves the right to waive the provisions of this paragraph.

7.11 Initial Lot Sales by Declarant; Certificate of Compliance. No Lot in the Development shall be conveyed by the original Purchaser from the Declarant UNLESS the construction of a dwelling in compliance with these covenants has been first completed on said Lot, said compliance to be evidenced by a certificate of compliance to be issued in recordable form by the Declarant; however, this specific restriction against the sale of vacant Lots or sale of incomplete construction on Lots by the original purchaser of Lots from the Declarant, shall not apply to any mortgage or deed to secure debt holder of any original purchaser from the

BOOK 13, PAGE 0243

Declarant, who has foreclosed or takes a deed in lieu of foreclosure against the Lots owned by an original purchaser from the Declarant. Notwithstanding the above provisions, Declarant specifically reserves the right to waive the provisions of this paragraph.

7.12 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provisions of this Declaration or the application hereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration are declared to be severable.

7.13 Captions. The captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Sections to which they refer.

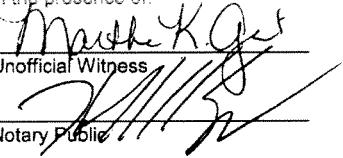
7.14 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors, and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior to or subsequent thereto.

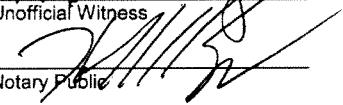
7.15 No Liability. Declarant has, using its best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and power to enforce any provision of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person or entity) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed or otherwise conveyed a Lot, acknowledge that Declarant shall have no such liability.

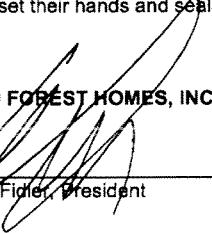
BOOK 1037 PAGE 034

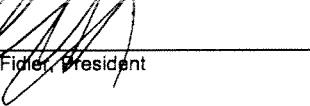
IN WITNESS WHEREOF, the Declarant herein, have hereunto set their hands and seals, this the 1st day of November, 2006.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public


HIGHLAND FOREST HOMES, INC.

BY:

Mark V. Fidler, President

{Corporate Seal}



BOOK 4937 PAGE 0345

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot Nos. 156 and 169 in the 11th District and 3rd Section of Whitfield County, Georgia and being LOTS 1, 2, 3, 4, and 5 as shown on a plat of survey prepared for Highland Forest Homes, Inc. by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated November 18, 2005 and recorded in Plat Cabinet D, Slide 487, Whitfield County, Georgia Land Records, said plat being incorporated herein and made a part hereof by reference for a more particular description of said property.