

SECOND AMENDMENT
TO
PROTECTIVE COVENANTS
APPLICABLE TO

HIGHLAND FOREST COUNTRY ESTATES, PHASE I

GEORGIA, WHITFIELD COUNTY.

THIS SECOND AMENDMENT to Protective Covenants Applicable to Highland Forest Country Estates, Phase I, made and declared this the 17th day of June, 1975, by and among MACRO PROPERTIES CORP., a corporation existing under the laws of the State of Georgia and having its offices and principal place of business in Whitfield County, Georgia, hereinafter sometimes referred to as "Declarant", and the undersigned legal and equitable owners of lands in said subdivision, as follows:

W I T N E S S E T H:

THAT WHEREAS, the undersigned are the owners of all those lots numbered 1 through 47, inclusive, of Highland Forest Country Estates, Phase I, as per plat of said subdivision recorded in Plat Book 9, page 90-91, Clerk's Office, Whitfield Superior Court; and

WHEREAS, the said lots in Highland Forest Country Estates are subject to a Declaration of Protective Covenants which is dated the 11th day of October 1973, and recorded in Deed Book 334, page 224 through 236, inclusive, Clerk's Office, Whitfield

Superior Court, which declaration has been amended in part by instrument dated the 27th day of March 1974, and recorded in Deed Book 351, page 149 through 153, inclusive, said Clerk's Office; and

WHEREAS, the parties hereto are desirous of amending paragraph 3 of said protective covenants, as amended, in the particulars set forth hereinafter; and

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable considerations, the aforesaid protective covenants of Highland Forest Country Estates, Phase I, are hereby further amended as follows:

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Paragraph 3 of said protective covenants, as amended, is hereby further amended and modified, in that the entirety of the same is hereby deleted and stricken, and the following is hereby inserted in lieu thereof, so that the same reads and provides as follows:

"3. DWELLING COST, QUALITY AND SIZE.

(a) No dwelling shall be permitted on any tract at a cost (exclusive of land value) of less than \$27,500.00, based upon cost levels prevailing on January 1, 1975 for all dwellings commenced on or before December 31, 1975; all dwellings commenced on or after January 1, 1976 shall be built at a cost (exclusive of land value) of not less than a sum equal to \$27,500.00 plus a percentage of said amount equal to the most recently determined percentage increase in cost of living in the United States subsequent to January 1, 1975. The cost of living indices required for this calculation shall be obtained from the Consumer's Price Index published by the Bureau of Labor Statistics of the United States Department of Labor. In any year

in which this index is not published, Declarant herein shall ascertain and utilize some similar criterion for purposes of the required calculation of minimum cost.

(b) 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:

(i) Dwellings of one story above ground level shall contain, in the heated living area thereof (exclusive of basements, one-story porches and garages) not less than 1,600 square feet;

(ii) Dwellings of one and one-half story above ground level shall contain, in the heated living area thereof (exclusive of basements, one-story porches and garages) not less than 1,400 square feet on the ground level thereof; and for purposes of this covenant a one and one-half story dwelling shall be construed to be a dwelling having an upper level above the ground level, which upper level has a heated living area of less than 75% of the total square feet of heated living area contained within the ground level;

(iii) Dwellings of two stories above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 1,100 square feet on the ground level thereof; and for purposes of this covenant a two-story dwelling shall be construed to be a dwelling having an upper level above the ground level, which upper level has a heated living area containing 75% or more of the total square feet of heated living area contained within the ground level;

(iv) Split level dwellings shall contain, in the combined heated living area of the intermediate and upper levels thereof (exclusive of basements, porches and garages) not less than 1,400 square feet;

(v) Split foyer or split entry dwellings shall contain, in the heated living area of the upper level thereof (exclusive of basements, porches and garages) not less than 1,400 square feet.

(c) Heated living area having clear head room of less than 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."

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To the extent that this amendment to the aforesaid covenants may also be considered an amendment to that certain "Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates", pertaining to Highland Forest Landowners Association, which Declaration is dated April 30, 1974 and recorded on May 1, 1974 in Deed Book 355, Page 191-203, inclusive, Clerk's Office, Whitfield Superior Court, said Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates pertaining to Highland Forest Landowners Association, as aforesaid, is also hereby amended in the within particulars, the parties hereto being the owners of more than two-thirds of the tracts of land to which said Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates, dated April 30, 1974, apply.

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The parties hereto consent and agree that this amendment shall be recorded upon the Deed Records of Whitfield County, Georgia, and shall hereafter run with the lands first hereinabove described, and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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This Amendment to Protective Covenants Applicable to Highland Forest Country Estates Subdivision is executed by:

(a) MACRO PROPERTIES CORP., as owner and developer of Highland Forest Country Estates Subdivision, and as Declarant of those former covenants and amendments thereto applicable to Highland Forest Country Estates Subdivision, recorded (i) in Deed Book 334, page 224-236, inclusive, (ii) in Deed Book 351, page 149-153, inclusive, and (iii) in Deed Book 355, page 191-203, inclusive, all in the Clerk's Office of Whitfield Superior Court;

(b) PAUL M. LOWRANCE and SARAH RUTH LOWRANCE, as owners of Lot 9 of said subdivision, as per Warranty Deed recorded in Deed Book 337, page 63, Clerk's Office, Whitfield Superior Court;

(c) JAMES W. MARR, as owner of Lots 41 and 19 of said subdivision, as per Warranty Deed recorded in Deed Book 336, pages 293-294, Clerk's Office, Whitfield Superior Court;

(d) J. RONALD DURHAM and ELLEN R. DURHAM, as owners of Lot 35 of said subdivision, as per Warranty Deed recorded in Deed Book 335, page 415, Clerk's Office, Whitfield Superior Court;

(e) TERRY L. HEADRICK and PATRICIA H. HEADRICK, as owners of Lot 34 of said subdivision, as per Warranty Deed recorded in Deed Book 351, page 221, Clerk's Office, Whitfield Superior Court;

(f) JERRY D. WALLACE and JOYCE T. WALLACE, as owners of Lot 36 of said subdivision, as per Warranty Deed recorded in Deed Book 351, page 267, Clerk's Office, Whitfield Superior Court;

(g) JOSEPH W. SHEPPARD and ELIZABETH ANN SHEPPARD, as owners of Lot 20 of said subdivision, as per Warranty Deed recorded in Deed Book 351, page 270, Clerk's Office, Whitfield Superior Court;

(h) THOMAS C. PAYNE, as owner of Lot 14 of said subdivision, as per Warranty Deed recorded in Deed Book 352, page 16, Clerk's Office, Whitfield Superior Court;

(i) CONTEMPORARY HOMES, INC., as owner of Lot 21 of said subdivision, as per Warranty Deed recorded in Deed Book 352, page 137, Clerk's Office, Whitfield Superior Court;

(j) GEORGE W. SUTHERLAND, as owner of Lot 31 of said subdivision, as per Warranty Deed recorded in Deed Book 353, page 140, Clerk's Office, Whitfield Superior Court;

(k) CARL E. KNOEDLER and VIRGINIA H. KNOEDLER, as owners of Lot 23 of said subdivision, as per Warranty Deed recorded in Deed Book 357, page 163, Clerk's Office, Whitfield Superior Court;

(l) GEORGE ANDREW ALPIN and MARY R. ALPIN, as owners of Lot 22 of said subdivision, as per Warranty Deed recorded in Deed Book 359, page 74, Clerk's Office, Whitfield Superior Court;

(m) STANLEY E. MAPLES, as owner of Lot 2 of said subdivision, as per Warranty Deed recorded in Deed Book 364, page 302, Clerk's Office, Whitfield Superior Court, and as holder of a Deed to Secure Debt from Lee & Wimpy Construction Co., Inc. recorded in Deed Book 385, page 316, Clerk's Office, Whitfield Superior Court;

(n) JAMES M. LOWRANCE and LILLIAN S. LOWRANCE, as owners of Lot 44 of said subdivision, as per Warranty Deed recorded in Deed Book 366, page 95, Clerk's Office, Whitfield Superior Court;

(o) CHARLES KENNETH WHALEY, as owner of Lot 10 of said subdivision, as per Warranty Deed recorded in Deed Book 386, page 42, Clerk's Office, Whitfield Superior Court;

(p) LEE & WIMPY CONSTRUCTION CO., INC., as owner of Lot 45, as per Warranty Deed recorded in Deed Book 387, page 52, Clerk's Office, Whitfield Superior Court;

(q) DALTON FEDERAL SAVINGS AND LOAN ASSOCIATION, as holder of the following Deeds to Secure Debt:

(i) From Macro Properties Corp. recorded in Deed Book 332, page 330, et seq, and Deed Book 347, page 248-266, inclusive, Clerk's Office, Whitfield Superior Court;

(ii) From Paul M. Lowrance and Sarah Ruth Lowrance, as recorded in Deed Book 337, page 68, Clerk's Office, Whitfield Superior Court;

(iii) From J. Ronald Durham and Ellen R. Durham, as recorded in Deed Book 348, page 23, Clerk's Office, Whitfield Superior Court;

(iv) From Terry L. Headrick and Patricia H. Headrick, as recorded in Deed Book 351, page 228, Clerk's Office, Whitfield Superior Court;

(v) From Lee & Wimpy Construction Co., Inc., as recorded in Deed Book 387, page 54, Clerk's Office, Whitfield Superior Court;

(r) FIRST NATIONAL BANK OF DALTON, Dalton, Georgia, as the holder of the following Deeds to Secure Debt:

(i) From James W. Marr, as recorded in Deed Book 336, page 298, Clerk's Office, Whitfield Superior Court;

(ii) From Jerry D. Wallace and Joyce T. Wallace, as recorded in Deed Book 351, page 254, Clerk's Office, Whitfield Superior Court;

(iii) From Joseph W. Sheppard and Elizabeth Ann Sheppard, as recorded in Deed Book 364, page 40, Clerk's Office, Whitfield Superior Court;

(iv) From George W. Sutherland, as recorded in Deed Book 353, page 147, Clerk's Office, Whitfield Superior Court;

(v) From Carl E. Knoedler and Virginia H. Knoedler, as recorded in Deed Book 381, page 230, Clerk's Office, Whitfield Superior Court;

(s) BANK OF DALTON, Dalton, Georgia, as holder of the following Deeds to Secure Debt:

(i) From Thomas C. Payne, as recorded in Deed Book 352, page 23, Clerk's Office, Whitfield Superior Court;

(ii) From Contemporary Homes, Inc., as holder of Deeds to Secure Debt recorded in Deed Book 352, page 236 and Deed Book 360, page 189, Clerk's Office, Whitfield Superior Court;

(iii) From Stanley E. Maples, as recorded in Deed Book 364, page 305, Clerk's Office, Whitfield Superior Court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, this the day and year first above written.

MACRO PROPERTIES CORP.

BY: [Signature] Pres. (SEAL)
OFFICER

ATTEST:

[Signature]
OFFICER

Signed, sealed and delivered

in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

Notary Public, Georgia State of Large
My Commission Expires April 23, 1976

Paul M. Lowrance (SEAL)
PAUL M. LOWRANCE
Sarah Ruth Lowrance (SEAL)
SARAH RUTH LOWRANCE

Signed, sealed and delivered
in the presence of:

E. R. Smith
WITNESS
Beverly A. Wheat
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

James W. Marr (SEAL)
JAMES W. MARR

Signed, sealed and delivered
in the presence of:

E. R. Smith
WITNESS
Beverly A. Wheat
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

J. Ronald Durham (SEAL)
J. RONALD DURHAM
Ellen R. Durham (SEAL)
ELLEN R. DURHAM

Signed, sealed and delivered
in the presence of:

E. R. Smith
WITNESS
Beverly A. Wheat
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Terry D. Headrick (SEAL)
TERRY D. HEADRICK
Patricia H. Headrick (SEAL)
PATRICIA H. HEADRICK

Signed, sealed and delivered
in the presence of:

E. R. Smith
WITNESS
Beverly A. Wheat
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Jerry D. Wallace (SEAL)
JERRY D. WALLACE
Joyce T. Wallace (SEAL)
JOYCE T. WALLACE

Signed, sealed and delivered

in the presence of:

J. Ronald Durham
WITNESS

Beverly A. Phelan
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Joseph W. Sheppard (SEAL)
JOSEPH W. SHEPPARD
Elizabeth Ann Sheppard (SEAL)
ELIZABETH ANN SHEPPARD

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Phelan
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Thomas C. Payne (SEAL)
THOMAS C. PAYNE

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Phelan
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

CONTEMPORARY HOMES, INC.
BY: John E. Mays (SEAL)
OFFICER

Signed, sealed and

delivered in the

presence of:

E. Ray Smith
WITNESS

Beverly A. Phelan
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

ATTEST: Ray E. Mays
OFFICER

George W. Sutherland (SEAL)
GEORGE W. SUTHERLAND

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Wheat
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Carl E. Knoedler (SEAL)
CARL E. KNOEDLER

Virginia H. Knoedler (SEAL)
VIRGINIA H. KNOEDLER

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Wheat
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

George Andrew Aplin (SEAL)
GEORGE ANDREW APLIN

Mary R. Aplin (SEAL)
MARY R. APLIN

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Wheat
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Stanley B. Maples (SEAL)
STANLEY B. MAPLES

Signed, sealed and delivered

in the presence of:

E. Ray Smith
WITNESS

Beverly A. Wheat
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

James M. Lowrance (SEAL)
JAMES M. LOWRANCE
Lillian S. Lowrance (SEAL)
LILLIAN S. LOWRANCE

Signed, sealed and delivered

in the presence of:

E. P. Smith
WITNESS

Beverly A. Phelan
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

Charles Kenneth Whaley (SEAL)
CHARLES KENNETH WHALEY

Signed, sealed and delivered

in the presence of:

J. Donald Durham
WITNESS

Beverly A. Phelan
NOTARY PUBLIC

Notary Public, Georgia State at Large
My Commission Expires April 23, 1976

LEE & WIMPY CONSTRUCTION CO., INC.

BY: Marvin Lee (SEAL)
OFFICER

ATTEST:

Donald Wimpy
OFFICER

Signed, sealed and delivered

in the presence of:

E. P. Smith
WITNESS

Beverly A. Phelan
NOTARY PUBLIC

DALTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: W. B. Middleton (SEAL)
OFFICER EXEC. V.P.

ATTEST:

Robert L. Giffon
OFFICER

Signed, sealed and

delivered in the

presence of:

Richard D. Harris
WITNESS

Kimberly Peters
NOTARY PUBLIC

FIRST NATIONAL BANK OF DALTON,
DALTON, GEORGIA

BY: W. H. Brown (SEAL)
OFFICER

ATTEST: E. H. Dwyer
OFFICER

Signed, sealed and delivered
in the presence of:

Cam Kinsey
WITNESS
Hubert P. Gordon
NOTARY PUBLIC
PUBLIC
STATE OF GEORGIA

BANK OF DALTON, DALTON, GEORGIA

BY: James W. Mann (SEAL)
OFFICER

ATTEST: Edie L. Lox
OFFICER

Signed, sealed and delivered
in the presence of:

Velda Kinsey
WITNESS
Glenda Crow
NOTARY PUBLIC
Notary Public, Georgia State at Large
My Commission Expires March 6, 1978

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JUN 17 1975
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DUAL BROADBENT
WATFIELD COUNTY, GEORGIA