

For Renewal of Gen. O.B. 811 p. 310. 6-5
See O.B. 2807 pg. 227

DB 334 224

PROTECTIVE COVENANTS

Against

HIGHLAND FOREST COUNTRY ESTATES

Phase I

For amendment to protective covenants see deed bk.
STATE OF GEORGIA, 351, pg. 149-154
COUNTY OF WHITFIELD.

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 11th day of October, 1973, by MACRO PROPERTIES CORP., a corporation chartered under the laws of the State of Georgia and having its principal office in Whitfield County, Georgia, hereinafter referred to as "MACRO";

W I T N E S S E T H:

THAT WHEREAS, said corporation is the owner of a tract of land known as Tracts 1 through 47, inclusive, of HIGHLAND FOREST COUNTRY ESTATES, Phase I, located in Land Lots 190 and 191 of the 11th District and 3rd Section of Whitfield County, Georgia, as shown by plat of said subdivision, of record in Plat Book 9, page 90-91, in the office of the Clerk of the Superior Court of Whitfield County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of MACRO and to each and every person who shall hereafter purchase any tract in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

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For Second Amendment See Deed Bk 395
to Protective Cov. Pg 143

NOW, THEREFORE, for and in consideration of the premises and of the benefit to be derived by Macro and each and every subsequent owner of any of the tracts in said subdivision, said Macro does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said tracts and to all persons owning said tracts, or any of them hereafter; these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming through Macro, its successors and assigns, for a period of twenty (20) years at which time said covenants will terminate unless voted to be extended in whole or in part by the majority of the property owners in the subdivision at that time as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. No tract shall be used except for residential purposes and no commercial activity of any kind shall be carried on upon any tract. No building shall be erected, altered, placed, or permitted to remain on any tract other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than four cars. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Southern Building Code or its successor. Under direct inspections of the building inspector of Whitfield County, Georgia, construction can vary from that required by the Southern Building Code in order to conform to the current regulations of the governing agency.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control 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 fence or wall shall be erected, placed or altered on any tract nearer to any street than the rear corners of the principal building unless similarly approved. Approval shall be as provided in Section 16 hereof.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any tract at a cost of less than Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars (exclusive of land value), based upon cost levels prevailing on the date these covenants are recorded, it being the intention of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Dwellings of one story above ground level shall contain, in the heated living area thereof (exclusive of basements, one-story open porches and garages), not less than one thousand eight hundred (1,800) square feet of floor space. Dwellings of two stories above ground level shall contain, in the heated living area thereof (exclusive of basements, one-story open porches and garages), not less than one thousand four hundred (1,400) square feet of floor space in the ground floor. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a tract to encroach upon another tract.

4. BUILDING LOCATION. No building shall be located on any tract nearer to the front tract line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any tract nearer than fifty (50) feet to the front tract line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer than twenty-five (25) feet to an interior tract line. No dwelling shall be located on any tract nearer than twenty-five (25) feet to the rear tract line.

5. DRAINAGE AND UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each tract. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

6. NOB NORTH COMMUNITY COVENANTS. The tract shown and described upon the Plat of Survey of Highland Forest Country Estates, Phase I, referred to hereinabove, are part of the development of Macro known as Nob North Community, a unique and integral planned real estate development. Accordingly, Macro hereby establishes and declares the following specific covenants peculiar to the nature of Nob North Community, which covenants shall also be covenants running with the aforesaid lands, to-wit:

(a) Inasmuch as it is the desire of Macro to provide for and permit the development of the aforesaid lands, but to leave the same insofar as possible, in or near their natural state, and to preserve the natural environment insofar as possible, said lands are hereby declared to be a bird and game

santuary, and no hunting or trapping of birds or game of any kind whatever shall be permitted upon said lands at any time;

(b) No cutting or other destruction of dogwood trees shall be permitted without the written consent of the Architectural Control Committee hereinafter established.

7. NATURE TRAILS EASEMENTS. In keeping with the intents and purposes set forth in paragraph 6 hereinabove, easements for nature trails are reserved, in the width of ten (10) feet, at such points and locations as are more particularly shown on the Plat of Survey referred to hereinabove, the primary purpose of which shall be for use by pedestrians on foot or operating non-motorized vehicles. The following uses and restrictions governing the use thereof shall also be considered part of this covenant:

(a) No fences or obstructions shall be placed over or across said nature trails at any time;

(b) No motorized vehicles shall be permitted thereon, and no horses, ponies or other beast of burden shall be permitted thereon;

(c) No cutting of trees or other vegetation thereon shall be permitted, except where necessity compels the same to remove an impending danger to life or limb of persons using such trails or residing upon a tract over which such trail crosses;

(d) No landscaping or cultivation of such nature trails shall be permitted, and only such maintenance as shall be deemed necessary by the Architectural Control Committee shall be permitted, other than as provided in sub-paragraph (c), hereinabove.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any tract, 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 or storage on any tracts within this subdivision, nor shall any tract be used for the purpose of an automobile workshop; nor shall any immobile or inoperable automobile be maintained upon any tract or upon any street in said subdivision.

9. TEMPORARY STRUCTURES AND OUTBUILDINGS. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract at any time, either temporarily or permanently. No shell homes shall be erected or placed on any tract in this subdivision. This provision shall not prevent the placement by Macro 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. This covenant shall not be construed, however, to exclude the placement of a dog kennel with exercise area adjacent thereto. Furthermore, auxiliary storage buildings may be placed or constructed upon any tract only upon the specific approval of the Architectural Control Committee, and must be located to the rear of any single family dwelling constructed upon any tract in said subdivision.

10. SIGNS. No sign of any kind shall be displayed to the public view on any tract 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.

11. 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 tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract, except that no more than an accumulative total of three dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any tract unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

15. 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 tract 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 tract 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.

16. ARCHITECTURAL CONTROL COMMITTEE.

- (a) MEMBERSHIP. The Architectural Control Committee is composed of the members of the Board of Directors of Macro. The majority of the committee may designate a single representative to act for it. In the event of resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- (b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event a 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. All construction of improvements to the plans submitted to and approved by the Architectural Control Committee, and any subsequent changes in said plans shall be submitted to the Architectural Control Committee for further approval of said committee in accordance herewith.

17. RESUBDIVISION. Resubdivision of the tracts 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 tract shown upon the aforesaid plat of said subdivision.

18. MISCELLANEOUS PROVISIONS.

- (a) No tract or part thereof shall, except at the sole and exclusive option of Macro, 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 the public streets in said subdivision to the residences to be constructed in said subdivision;
- (b) The following additional construction standards shall be observed:
 - (1) No exposed concrete or concrete block shall remain on any exterior wall above ground level;

- (2) All foundations shall be fully enclosed at the exterior walls; no pier-type foundations or unenclosed foundations shall be permitted;
- (3) All driveways must be of either asphalt or concrete construction only (no gravel shall be permitted); asphalt driveways shall be paved to a compacted depth of not less than one and one-half (1 1/2) inches, 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 tract to the carport or garage located upon each individual building tract;
- (4) No gateways or entry structures shall be erected at the driveway entrance to any tract until the design and location of the same have been approved by the Architectural Control Committee, in accordance with the procedural requirements set forth in paragraph 16(b);
- (5) No poles for installation of private lighting shall be located or placed forward of the building set-back line as shown upon the aforesaid plat of said subdivision, other than those decorative carriage lamp posts provided by Macro for installation upon each tract in said subdivision, or other similar lamp posts of

the choosing of the owner of each individual tract, provided, however, that in the event the owner of any tract wishes to choose a lamp post of his own design, he shall first submit the same to the Architectural Control Committee for its approval, in accordance with the procedures therefor provided in paragraph 16 (b), provided hereinabove;

(6) The owner of each individual tract shall, upon completion of a dwelling upon such tract, provide asphalt return corners at the point or points of intersection of his private driveway with the public street whereupon his tract fronts in said subdivision, which asphalt return corners shall be joined in a workmanlike manner to the asphalt curbing installed by Macro on each pavement line of each street in said subdivision.

(c) In the event any breach of the covenants set forth in paragraph 8 hereinabove should occur, the Architectural Control Committee shall give notice thereof in writing to the owner or owners of the tract upon which, or in front of which, such breach is continuing, and allowing ten (10) days from the receipt thereof by such owner or owners for the remedy of such breach. In the event such breach shall not be remedied within such ten (10) day period, the Architectural Control Committee, or any other owner in the said subdivision, may commence any action at law or

in equity as may be permitted by law to enforce this covenant.

(d) No firearms shall be unlawfully discharged upon any tract at any time, and no "target practice" or contests of marksmanship shall be conducted at any time.

(e) Motorcycles, motorbikes and like equipment and machinery maintained for the personal use of any property owner or member of his family, may be garaged upon any tract and operated upon the public streets in said subdivision, but may not be operated in any location other than upon the tract owned by the person or persons maintaining such vehicle or permitting the same upon their tract in said subdivision, or upon the public streets of the subdivision.

19. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants terminate, unless designated by an instrument signed by a majority of the then owners of the tracts.

20. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no wise affect

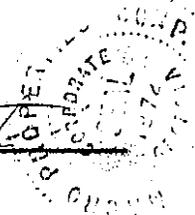
any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said MACRO PROPERTIES CORP. has caused its corporate name and seal to be hereunto affixed by and through its duly authorized officers on the day and year first above written.

MACRO PROPERTIES CORP.

BY: [Signature]
PRESIDENT

ATTEST: [Signature]
SECRETARY

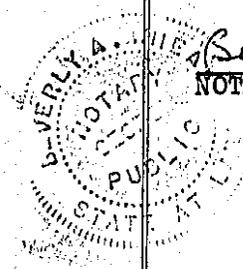


Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

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



FILED & RECORDED
TIME 2:55

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BOOK 334 PAGE 224-236
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WHITFIELD COUNTY, GEORGIA