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Please Record and Return To:

✓ John T. Minor, IV  
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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR HIGHLAND FORREST COUNTRY ESTATES  
PHASE 11**

*Eleven*

Georgia, Whitfield County

THIS DECLARATION, made on the date hereinafter set by KMT Campbell Properties, LLLP, a Georgia limited liability limited partnership, with its principal place of business being in Whitfield County, Georgia, (hereinafter referred to as the "Declarant").

**WITNESSETH:**

WHEREAS, a subdivision known as Highland Forrest Country Estates, Phase 11 is being developed on real property owned by Declarant in Whitfield County, Georgia, which subdivision includes the real property described 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 subdivision 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

BK:4625 PG:74

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 as all be deemed to have assented to said terms and conditions.

#### ARTICLE 1. DEFINITIONS

1.1 *Declarant.* "Declarant" shall mean and refer to KMT Campbell Properties, LLLP, a Georgia limited liability limited partnership, its successors and assigns.

1.2 *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.

1.3 *Lot.* "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on any plot of survey recorded in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, now or hereafter made subject to this Declaration.

1.4 *Plot.* "Plot" shall mean and refer to the plot of survey described in Exhibit "A".

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

#### ARTICLE 2. PROTECTIVE COVENANTS

2.1 *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 three 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. 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 the 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.

2.2 *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, and the grading plans are approved by the Architectural Control Committee as set forth in Section 2.21 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 elevations. 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 Architectural Control Committee as to harmony of design and location with existing structures, and as to location with respect to existing structures, topography and finished grade elevations. No fence or wall shall be erected, placed or altered on any unless similarly approved. Approval shall be as provided in Section 2.21 hereof.

(A) Dwellings hereafter constructed in said subdivision shall, for each of the

BK: 4625 PG: 75

respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows:

(1) 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 2,200 square feet, inclusive of both stories.

(2) 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 2,600 square feet, inclusive of both stories.

(3) Dwellings of two stories above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 2,600 square feet, inclusive of both stories.

(4) Split level dwellings shall contain, in the combined heating living area of the intermediate and upper levels thereof (exclusive of basements, porches and garages) not less than 2,600 square feet;

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

(C) 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.

2.3 *Building Location.* No building shall be erected on any Lot nearer than fifty (50) feet to the front Lot line, or nearer than fifteen (15) feet to any interior Lot line, or nearer than fifty (50) feet to any rear Lot line.

2.4 *Drainage and Utility Easements.* Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear ten (10) feet of each Lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

2.5 *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; nor shall any immobile or inoperable automobile be maintained 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, radio or TV antenna which are visible from any location on another Lot.

2.6 *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 Lot at any time, either temporarily or permanently. No shell home shall be erected or placed on any Lot in this subdivision. This provision shall not prevent the placement by Declarant of a temporary structure, such

BK = 4625 PG = 76

as a mobile home, upon said premises for its use as temporary office during the period of development of said subdivision.

2.7 *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.

2.8 *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.

2.9 *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.

2.10 *Garbage and Refuse Disposal.* 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.11 *Sewage Disposal.* Until such time as sanitary sewerage service is made available, each dwelling shall be equipped with an adequate septic tank approved by the Whitfield County Board of Health.

2.12 *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.

2.13 *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;

(B) All foundations shall be fully enclosed at the exterior walls; no pier-type foundations or unenclosed foundations shall be permitted;

(C) All driveways must be of either asphalt or concrete construction only (no gravel shall be permitted unless prior written consent is obtained); asphalt driveways shall be paved to a compacted depth of not less than one and one-half 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 Lot to the garage located upon each individual building Lot;

(D) No gateways or entry structures shall be erected at the driveway entrance to any Lot 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 Section 2.21;

(E) No poles for installation of private lighting shall be located or placed forward of the building setback line as shown upon the Plat;

a variance to these Covenants and Restrictions, each Owner and/or Occupant of a Building Site hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of these Covenants and Restrictions. Each Owner and/or Occupant of a Building Site appoints the Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances.

### ARTICLE 3. OTHER PROPERTY

3.1 *Additions by Declarant as a Matter of Right.* With further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Highland Forest Country Estates by filing for record a supplemental declaration in respect to the property to be then subjected to this declaration.

### ARTICLE 4. GENERAL PROVISIONS

4.1 *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 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 hereof. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is 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. No such agreement of renewal and extension shall be effective unless filed for record at least one hundred eighty (180) days prior to the effective date of such renewal and extension. 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.

4.2 *Amendment of Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates, as Recorded in Deed Book 355 Page 191, Whitfield County, Georgia Land Records.* KMT, 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 191, 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.

4.3 *Amendment.* The covenants and restrictions of this Declaration may be amended at any time and from time to time, by an agreement signed (a) by Declarant during said first period, and at any time and from time to time during the period of any extension and renewal thereof, 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.

4.4 *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

BK:4625 PG:61

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 171 in the 11<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Lot Nos. 1 through 13 of Highland Forest Country Estates, Phase 11, and being more particularly described according to a plat of survey of said survey prepared by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated July 13, 2003, recorded in Plat Cabinet D Slide 425, Whitfield County, Georgia Land Records.