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93-123

PROTECTIVE COVENANTS

Against

HIGHLAND FOREST COUNTRY ESTATES, PHASE V

and

AMENDMENT AND EXTENSION OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHLAND FOREST COUNTRY ESTATES

STATE OF GEORGIA,

COUNTY OF WHITFIELD.

THIS DECLARATION OF PROTECTIVE COVENANTS, made and
published this 16th day of June 1977, by NOB NORTH,
INC., a corporation chartered under the laws of the State of
Georgia and having its principal office in Whitfield County,
Georgia, hereinafter referred to as "NOB NORTH";

WITNESSETH:

THAT WHEREAS, said corporation is the owner of a tract
of land known as Tracts 93 through 123, inclusive, of
HIGHLAND FOREST COUNTRY ESTATES, Phase V, located in Land
Lots 170 and 169 of the 11th District and 3rd Section of
Whitfield County, Georgia, as shown by plat of said subdivision,
of record in Plat Book 12, pages 1 - 2, 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
NOB NORTH 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:

NOW, THEREFORE, for and in consideration of the premises and of the benefit to be derived by NOB NORTH and each and every subsequent owner of any of the tracts in said subdivision, said Nob North, Inc. 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 Nob North, Inc., 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 successors. 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.

(a) No dwelling shall be permitted on any tract at a cost (exclusive of land value) of less than \$40,000.00; based upon cost levels prevailing on January 1, 1977 for all dwellings commenced on or before December 31, 1977; all dwellings commenced on or after January 1, 1978 shall be built at a cost (exclusive of land value) of not less than a sum equal to \$40,000.00 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, 1977. 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) No residential building shall be located on said lots unless said building shall have at least 2,000 square feet of heated living space. Any such building which exceeds one story in height shall have not less than 1,400 square feet on the ground floor. No such building shall exceed two stories in height but nothing herein contained shall be construed as preventing the location on said property of residential buildings designed as "split level", such buildings being ones in which floor levels of habitable spaces are separated so that ground levels are in differing elevations & part of said dwelling is

two stories in height. In the case of split level buildings there shall be no less than 1,800 square feet of heated living space on the two ground floor elevations.

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 1,800 square feet.

A detached building not exceeding two stories in height may also be placed on said lots to be used as a garage for not more than four automobiles, but only upon the specific written approval of the Architectural Control Committee.

(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.

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 forty (40) feet to the front tract line, or nearer than forty (40) feet to any side street line. No building shall be located less than fifteen (15) feet from any side lot line.

which also constitutes a boundary line of another residential lot, nor less than forty (40) feet from any side lot line which also constitutes a boundary line of golf course property.

No dwelling shall be located on any tract nearer than forty (40) feet to the rear tract line. The provisions of this covenant pertaining to side line restrictions on lots abounding golf course property may be varied by the Architectural Control Committee by reducing that setback herein specified by one-half (1/2) of the distance stated, in order to permit construction on a lot which otherwise would not be feasible.

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 V, referred to hereinabove, are part of the development of Nob North known as Nob North Community, a unique and integral planned real estate development. Accordingly, Nob North 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 Nob North 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

sanctuary, 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, as such points and locations 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 Nob North 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, detached non-residential buildings may be 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 or in any tract. No derrick or other structure designated 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 Nob North. 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 ACC 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 Nob North 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 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 Nob North 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 or concrete 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 return corners shall be jointed in a workmanlike manner to the asphalt curbing installed by Nob North 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. COVENANTS PERTAINING TO TRACTS 116 THROUGH 123.

INCLUSIVE. The following additional covenants shall apply to Tracts 116 through 123, inclusive, to-wit:

- (a) All owners and occupants of said lots shall extend to all golfers lawfully using Nob North Municipal Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which have taken refuse on said lots, provided such golf balls can be recovered without damaging any flowers, shrubbery or the property in general.
- (b) No fence or free-standing decorative or privacy wall shall be constructed on any of the aforesaid lots except:
 - (i) wholly within the front, side and rear set-back lines established in these covenants; and
 - (ii) upon the express written approval by the Architectural Control Committee as to the location, design, height and materials thereof.

20. 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. NOB NORTH, as successor in title to Macro Properties Corp., and pursuant to the provisions of Article IX, Section 1 of that certain Declaration of Covenants, Conditions and Restrictions for Highland Forest Country Estates, as recorded

IN DEED Book 355 p191 CLERKS OFFICE WHITFIELD
Superior Court, does hereby extend said 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, so that the same shall be hereafter fully applicable, in all its terms and conditions, to those lands first hereinabove referred to.

21. 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.

22. ENFORCEMENT. In addition to those powers of enforcement set forth herein, enforcement shall also 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, all of said rights and powers of enforcement being cumulative.

23. SEVERABILITY. Invalidation 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, NOB NORTH, INC., acting by and through its duly authorized officers, has caused its corporate name and seal to be hereunto affixed, and MACRO PROPERTIES CORP, executing these presents solely for purposes of ratification

of the provisions of Paragraph 20 of these protective covenants, has, acting by and through its duly authorized officers, caused these presents to be executed and its corporate seal to be hereunto affixed, all the day and year first above written.

NOB NORTH INC

BY:

STANLEY E. MAPLES, PRESIDENT

ATTEST:

Roy E. Maples

ROY E. MAPLES, VICE-PRESIDENT

Signed, sealed and delivered

in the presence of:

Sherie R. Rose

WITNESS:

*Bonnie A. Heath*NOTARY PUBLIC
Georgia State of Large
My Commission Expires April 23, 1980

MACRO PROPERTIES CORP.

BY:

STANLEY E. MAPLES, PRESIDENT

ATTEST:

Roy E. Maples

ROY E. MAPLES, SECRETARY

Signed, sealed and delivered

in the presence of:

Sherie R. Rose

WITNESS:

*Bonnie A. Heath*NOTARY PUBLIC
Georgia State of Large
My Commission Expires April 23, 1980FILED & INDEXED
TIME 1:10

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