

PROTECTIVE COVENANTS

AGAINST

Lots AB01 - AB26
Lots C495 - C545

HIGHLAND FOREST COUNTRY ESTATES, PHASES 9 A & B,

A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION

STATE OF GEORGIA,

COUNTY OF WHITFIELD.

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 11th day of June, 1986, by MFLT REALTY, a partnership of Mark V. Fidler and Larry M. Thomason, existing under the laws of the State of Georgia and having its principal office in Whitfield County, Georgia, hereinafter referred to as "MFLT";

WITNESSETH:

THAT WHEREAS, said partnership is the owner of certain real estate known as Phases 9A and 9b, Highland Forest Country Estates, located in Land Lot 191 of the 11th District and 3rd Section of Whitfield County, Georgia, as shown by plat of said subdivision, of record in Plat Cabinet C, Slides 120 through 123, 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 MFLT and to each and every person who shall hereafter purchase any lot 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 MFLT and each and every subsequent owner of any of the tracts in said subdivision, said MFLT does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, 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 MFLT, 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 lot 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 less than two (2) nor more than four (4) cars, garage being 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 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 lot nearer to any street than the real corners of the principal building unless similarly approved. Approval shall be as provided in Section 13 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:

(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 2,000 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 2,000 total square feet.

(iii) Dwellings of two stores above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 2,200 total square feet, inclusive of both stories. No upper level above the ground level shall have less than 800 square feet of heated living area unless prior approval is obtained from the Architectural Control Committee;

(iv) Split level dwellings shall contain, in the combined heated living are of the intermediate and upper levels thereof (exclusive of basements, porches and garages) not less than 2,000 square feet;

All of the above dwellings shall contain a garage as that term is defined in Section 1 herein to contain not less than two (2) automobiles.

(b) 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;

(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.

3. 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 twenty-five (25) feet to the front tract line, or nearer than twenty-five (25) 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 twenty-five (25) 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 twenty-five (25) 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.

4. 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.

5. 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 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. No dwelling erected on any tract 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.

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 tract at any time, either temporarily or permanently. No shell homes or prefabricated or dwelling places relocated from another site shall be erected or placed on any tract in this subdivision. This provision shall not prevent the

placement by MFLT 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.

7. 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.

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 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.

9. 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 two dogs, cats

or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

10. 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.

11. 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.

12. 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.

13. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee is composed of the partners of MFLT REALTY and an appointed member of the Highland Forest Landowners Association, Inc. 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 designate 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 thirteen (13) 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 for further approval of said committee in accordance herewith.

14. 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.

15. MISCELLANEOUS PROVISIONS.

(a) No tract or part thereof shall, except at the sole and exclusive option of MFLT 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 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 13(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 MFLT 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 13(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 MFLT 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 markmanship 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.

(f) No television satellite dish receivers or similar type structures shall be allowed on any lots.

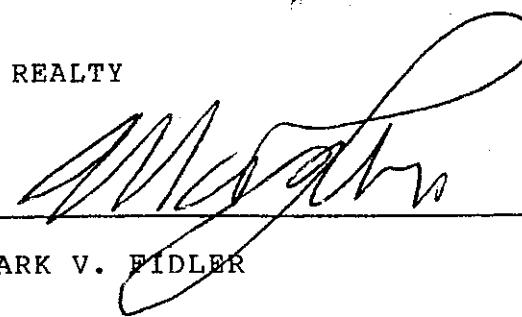
16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants terminate, unless designated by an instrument signed by a majority of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

17. 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.

18. 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, MFLT REALTY, has by and through its general partners, Mark V. Fidler and Larry M. Thomason, executed these Protective Covenants to be effective commencing this 11th day of June, 1986.

MELT REALTY

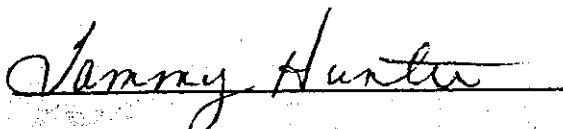
BY: 

MARK V. FIDLER

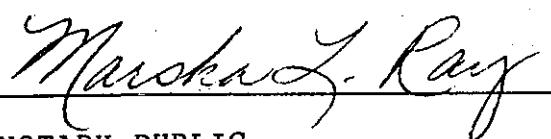

LARRY M. THOMASON

Signed, sealed and delivered

in the presence of:



WITNESS



NOTARY PUBLIC



RECORDED & INDEXED
DATE: 6-7-85
BOOK: 931 PAGE: 337
Betsy Nelson, C.S.C.
WHITFIELD COUNTY, GA.


I, Mark L. Ray, do solemnly declare and affirm that the foregoing instrument is a true copy of the original instrument.