

~~Phase V Amendment~~

~~IX C-2~~ 9-C-2

C546 - C566

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DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HIGHLAND FOREST COUNTRY ESTATES, PHASE 9-C-2  
A PLANNED RESIDENTIAL COMMUNITY SUBDIVISION

STATE OF GEORGIA  
COUNTY OF WHITFIELD

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 8th day of February, 1993, by MFLT REALTY, INC., a Georgia corporation existing under the laws of the State of Georgia and having its principal place of business in Whitfield County, Georgia, (hereinafter referred to as "MFLT").

W I T N E S S E T H:

THAT WHEREAS, said corporation is the owner of certain real estate known as Phase 9-C-2, Highland Forest Country Estates, located in Land Lot Numbers 169 and 192 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 928, through 931, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, (hereinafter referred to as the "Property"); 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 to 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 ~~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, shall be

binding on all persons claiming through MFLT, its successors or 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 (3) stories in height. All dwellings shall include a private garage for not less than two (2) nor more than four (4) cars; a garage being defined as a covered building having three (3) 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 plat 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. Approval shall be 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, porches and garages) not less than 2,000 square feet;

(ii) Dwellings of one and one-half stories above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 1,400 square feet on the ground level thereof, the upper level above the ground level having a heated living area containing no less than 50% of the total square feet of heated living area contained within the ground level;

(iii) Dwellings of two stories above the ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 1,250 square feet on the ground level thereof; the upper level above the ground level having 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 dwelling shall contain, in the combined heating living areas of the intermediate and upper levels thereof (exclusive of basements, porches and garages) not less than 2,000 square feet.

(b) All of the above dwellings shall contain a garage as specified in Section 1; each garage to have garage door(s) enclosing the fourth side. No carports permitted.

(c) 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.

(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.

(e) 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 driveways and walkways. All speculation homes must be 100% complete including finished grading and landscaping before the home may be occupied for habitation.

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. No building shall be located less than fifteen (15) feet from any interior tract line or nearer than twenty-five (25) feet to the rear tract line. No building shall be located nearer than twenty-five (25) feet to any side lot line which also constitutes a boundary line of golf course property. 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. Utility easements are reserved over the front ten (10) feet of each tract. Drainage flow shall not be interrupted or diverted from that designated above or on the recorded plat. All utilities in Phase 9-C-2 shall come into each house from underground.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. There shall be no junk yards or auto used parts storage on any tract

within this subdivision, nor shall any tract be used for the purpose of an automobile workshop; nor shall any immobile or inoperable vehicle be maintained upon any tract or upon any street in said subdivision.

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 homes or dwellings relocated from another site shall be erected or placed on any tract in this subdivision. The placement of a dog kennel with adjacent exercise area shall be permitted provided that it is not maintained for breeding or commercial purposes. However, no detached non-residential building may be constructed upon any tract without the specific approval of the Architectural Control Committee; and must be located within the building setback lines and to the rear of any single family dwelling constructed in said subdivision. Detached non-residential buildings shall be constructed of materials which will be in keeping with the design and quality of the principal building.

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 structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

9. PETS, 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 (3) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. 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.

11. GARBAGE AND REFUSE DISPOSAL. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers.

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 three (3) members appointed by the Board of Directors of the Highland Forest Landowner's Association. 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 Highland

Forest Landowner's Association Board of Directors shall have the sole authority to designate a successor. Neither the members of the Committee nor its designate representative shall be entitled to any compensation for services rendered pursuant to this covenant.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the 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.

(c) In Phase 9-C-2, a special committee made up of Mark Fidler and Larry Thomason will pre-screen all construction plans and specifications for all homes before the same are submitted to the Architectural Control Committee for approval as provided in Section 13(b). Pursuant to this covenant, the decision of the Highland Forest Architectural Control Committee is final and binding on all parties as provided in Section 2(d). The Architectural Control Committee, in conjunction with the aforementioned screening committee will follow and supervise construction to its completion.

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:

(i) No exposed concrete or concrete block shall remain on any exterior wall above ground level. All foundations must be faced with brick or stone (rock). No stucco or lattice facings are permitted unless the house is of stucco or tudor construction; in which case, the foundation facing may be either stucco, brick or rock;

(ii) All foundations must be fully enclosed at the exterior walls; no unenclosed foundations or pier-type foundations of any material shall be permitted;

(iii) All driveways must be of either asphalt or concrete construction only (no gravel 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;

(iv) No gateways or entry structures (columns) 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 Section 13(b). However, the Architectural Control Committee is not empowered to approve any permanent structure on the utility right of way. Such placement is at the owner's own risk. Neither the Architectural Control Committee nor the Highland Forest Landowner's Association can accept any responsibility for accident or personal liability incurred through such placement;

(v) No poles for installation of private lighting shall be located or placed forward of the building setback lines as shown upon the aforesaid plat of said subdivision, other than decorative lamp posts. In the event that the owner of any tract wishes to erect a non-decorative pole for security lighting or any other type of lighting, he must first submit the same to the Architectural Control Committee for its approval in accordance with the procedures provided in Section 13(b);

(vi) 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 joined in a workmanlike manner to the asphalt or concrete curbing installed by MFLT on each pavement line of each street in said subdivision. The Architectural Control Committee requires that builders maintain a reasonably neat job site i.e. keeping trash and discarded building materials from scattering all over the neighborhood and Golf Course. A small receptacle for vermin attracting garbage from workers' lunches should be placed on the job site and emptied on a regular basis. Violations of the above can result in as much as a ten (10) day suspension of work while the violation is brought into compliance;

(vii) All homes approved for construction in this Phase shall have as a minimum, fifty (50) per cent masonry on the front elevation;

(viii) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corners of the principal building unless approved by Architectural Control Committee. Approval shall be as provided in Section 13 hereof. However, no chain link fences or any chain link type fences are permitted on any lot.

(c) In the event any breach of the covenants set forth in Section 15 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 ~~to~~ for the remedy of such breach. In the event such breach shall not be remedied within ten (10) days, the Architectural Control Committee or any other owner in 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. Motorized vehicles are not permitted on any nature trail or drainage easement.

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

16. 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. MFLT, 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 119, et. seq., 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.

17. TERM. These covenants are to run with the land and shall be binding upon 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.

18. **ENFORCEMENT.** In addition to those powers of enforcement set forth herein, enforcement shall also be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages, all of said rights and powers of enforcement being cumulative.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, MFLT Realty, Inc. has hereunto set its hand and seal, the day and year first above written.

MFLT REALTY, INC.

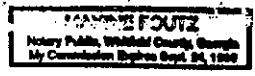
Signed, sealed and delivered  
in the presence of:

BY: [Signature] (SEAL)  
MARK Y. FIDLER, PRESIDENT

[Signature]  
UNOFFICIAL WITNESS

ATTEST: [Signature] (SEAL)  
LARRY THOMASON, SECRETARY

[Signature]  
NOTARY PUBLIC



{CORPORATE SEAL}

