



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

NOTTELY HIGHLANDS

State of Georgia
County of Union

**DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND**

Whereas, the holders of the legal title to the below listed subdivision, known as Nottely Highlands, said tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 181, 182 of Union County, Georgia, containing 82.13 acres, more or less, as shown on a plat of survey by Rochester and Associates, dated _____ and recorded in Union County records in Plat Book 49, Page 136. Said plat is incorporated herein by reference hereto for a full and complete description of the above described property.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Nottely Highlands.

If the owners of such lots or any of their heirs, successors or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

1. **LAND USE.** No lot after being conveyed by the developer may be subdivided. All lots are for single family residential purposes only. Only one such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence, provided that it is constructed of the same type materials as the residence. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office.
2. **SETBACKS.** All setbacks are shown on recorded plat of Nottely Highlands Subdivision and are to be construed to be a part of the Restrictions and Covenants, said plat and setbacks are incorporated herein by reference as if fully set forth.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within six (6) months from start thereof and outside landscaping must be completed within one (1) year from the start

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thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in neat and orderly fashion.

4. **HOUSE SIZE.** All houses shall be constructed with no less than fifteen hundred (1500) square feet of heated living space on one floor, or eighteen hundred (1800) square feet on two floors, with at least 1200 sq. ft. on main floor, exclusive of any carport, garage, basement, deck, patio or porches.
5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be brick, vinyl, stucco or exterior wood material. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete rock or poured concrete foundations and site retaining walls must be covered with stone, brick, siding or stucco to complement the unit materials.
6. **ROOFING.** Primary residential roofing materials must be cedar shakes or shingles, fiberglass or asphalt shingles in colors and textures which complement the balance of the other colors and materials used unless approved otherwise. Primary colors for siding, stucco and trim must be confined to lighter earth tones and white, which are compatible with the natural environment. Architectural metal with baked on enamel shall be allowed. All primary roofs shall be a minimum of 7-12 pitch.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private property or common area. Special attention shall be given to proper site surface drainage so that surface waters will not interfere with surrounding homesites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt or concrete and completed within one (1) year from the starting date of home construction.
8. **VISUAL EFFECTS.** Only wood, or vinyl fences will be allowed in front and side of residences. In the rear, only wood, vinyl or chain link fences will be allowed. No farm type wire fences will be allowed with the exception of existing fence. Compressors for central air conditioning units and play equipment must be located where it will have a minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight of subdivision roads.
10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property. Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than thirty (30) days following completion of any building with weather permitting.

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11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assigns, reserves the absolute exclusive, continuing and non-exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing herein shall obligate developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, will not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any lot or subdivision road unless garaged.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision. No road shall be built to access any adjoining property without written permission from the Developers or the Homeowner's Association.
16. **ANIMALS.** No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained or will become subject to mowing by the developer. The cost will be charged to each lot owner with an administration fee of 10%, unless otherwise agreed upon by lot owners and developers. This will run for a period of two (2) years starting from the date of the recorded plat.
18. **ROADS.** The roads will be maintained by the developer for a period of two (2) years starting from the date of recorded plat. The property owners will then call a meeting to decide if the roads are to remain private or if the county will be petitioned to accept the roads.

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19. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least three-quarter (3/4ths) of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent.

In witness whereof, the owners hereby set its hand and affixes its seal, this, the 9th day of August, 2001.

[Signature]
Robert C. Rogers

[Signature]
James L. Alexander

[Signature]
James P. McAfee

[Signature]
Witness

[Signature]
Notary Public

MY COMMISSION EXPIRES MARCH 30, 2002
My Commission Expires: _____

Seal Affixed

NOTARY PUBLIC, GEORGIA
August 10th, 2001
8:30 A.
In Book 384 Page 281-284

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