

STATE OF GEORGIA  
COUNTY OF NEWTON

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BOOK 481 PAGE 246-256

DECLARATION OF PROTECTIVE COVENANTS  
OF  
HIGHLANDS PLANTATION

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 7 day of October, 1993, by ROGER A. WALLACE, INC. and G.S.A., INC. both corporations organized and existing under the laws of the State of Georgia, and having its principal office in DeKalb County, Georgia, said Corporations hereinafter referred to collectively as "Developer";

W I T N E S S E T H:

WHEREAS, Developer owns that certain tract or parcel of land lying and being in Land Lots 404 and 405 of the 16th District of Newton County, Georgia, being known as HIGHLANDS PLANTATION and being more fully shown on plat prepared by Patrick & Associates, Inc., and certified to by Louie D. Patrick, Ga. R.L.S. No. 1757, dated August 3, 1993, and recorded in Plat Book 27, Pages 84, 85, 86, 87, 88, 89 and 90, public records of Newton County, Georgia, which plat is by reference thereto incorporated herein and made a part hereof for a more particular and complete description LESS AND EXCEPT THEREFROM Lots 16, 17, 28, 29 and 38, as shown on said plat; and

WHEREAS, Developer is subdividing said tract into single family residential lots under the name of HIGHLANDS PLANTATION, as evidenced by a plat recorded as aforesaid, and contemplates developing the entire tract under the name of HIGHLANDS PLANTATION; and

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that protective covenants regulating the use of one or more of such lots or parcels be established, set forth, and declared to be covenants running with the above described land. These covenants shall not apply to any other land owned by Developer unless specified by additional instrument or declaration.

NOW, THEREFORE, in consideration of said benefits, the undersigned does hereby proclaim, publish and declare that the following numbered protective and restrictive covenants shall apply to all lots or parcels lying, being and situated in HIGHLANDS PLANTATION, which is more fully and particularly described by plat prepared by Patrick & Associates, Inc., and certified to by Louie D. Patrick, Ga. R.L.S. No. 1757, dated August 3, 1993, and recorded in Plat Book 27, Pages 84, 85, 86, 87, 88, 89 and 90, public records of Newton County, Georgia, which plat is by reference thereto incorporated herein, and made a part of the consideration of any lots conveyed in HIGHLANDS PLANTATION, LESS AND EXCEPT Lots 16, 17, 28, 29 and 38, of said subdivision as shown on said plat, that these protective covenants shall be covenants running with title to the land, shall be binding on any Grantee or Grantees, their successors, heirs, administrators, or assigns and shall be binding upon all persons, firms or corporations claiming title under HIGHLANDS PLANTATION, until terminated by operation of law, or as hereinafter provided, to-wit:

1. SINGLE FAMILY DWELLINGS

No temporary house, shack or tent shall be erected on said lots or parcels to be used for residential purposes and no lot may be used for churches, schools or kindergartens. No structures of a temporary character shall be placed upon any lot at any time except that this prohibition shall not apply to shelters used by contractors during the construction of a dwelling house so long as these temporary shelters are not used as residences and are removed after completion of construction. All lots or parcels to which these restrictions are applicable shall be used for single family

residence purposes only.

2. NO LOT SUBDIVIDED

No lot shall be resubdivided without written permission of Developer.

3. LAND USE

The property shall be used only for residential purposes. At no time shall any lot be used for or connected to any business, commercial or otherwise, or for any other non-residential purpose.

4. COMPLETION OF DWELLING

Before any house may be occupied it must be completely finished on the exterior in accordance with the plans approved by Developer, subject to paragraph 25 set forth hereinafter.

5. COMPLETION OF DRIVEWAY

All driveways and driveway surfaces must be paved unless prior written consent to the contrary is obtained from Developer, subject to paragraph 25 set forth hereinafter. All driveways must have a minimum width of 10 feet and be paved with either asphalt or concrete from street a minimum of 75 feet. At each entrance of the driveway there shall be an 8 foot headwall on either side to be constructed with brick or other materials to be approved in writing by Developer prior to installation and subject to paragraph 25 set forth hereinafter.

6. NO EXPOSED BLOCK

Whenever buildings erected on any lot or parcel are constructed in whole or in part concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade.

7. NO REFUSE, ANIMALS OR POULTRY

No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for the keeping and breeding of livestock, animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for commercial purposes.

8. MAILBOXES

Mailboxes shall be built according to the character of the subdivision and shall compliment the house and neighborhood.

9. PARKING VEHICLES

No campers, motor homes, trailers, boats, equipment or other similar vehicles shall be parked in the front yard of any residence.

10. GARBAGE AND REFUSE DISPOSAL

Trash, garbage and other waste shall not be kept except in sanitary containers and said containers shall be kept in a location not visible from the street except on days designated for trash collection or pickup. All incinerators or equipment for disposal or storage of such materials shall be kept in a clean and sanitary condition.

11. FENCING

No fencing shall be permitted without the express written permission of Roger A. Wallace, Inc. and GSA, Inc..

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## 12. ADDITIONAL BUILDINGS OR STRUCTURES

Any building or structure which is added to or constructed apart from the main residence must conform to the design exterior of the main residence on said lot, and said buildings or structures must be approved by Developer, subject to paragraph 25 set forth hereinafter.

## 13. GAS TANKS AND WIRING

All tanks for fuel, oil, butane gas, propane gas, liquified petroleum or heating oil or gas of any kind or nature shall be located underground and all gas lines connecting said tanks to household heating systems shall be located underground. All wiring shall be underground from the point where each lot or parcel of land meets the right-of-way.

## 14. CARPORT

No open carport shall be permitted to face the street on any residence.

## 15. SIGNS

No signs of any kind shall be displayed to public view except these covenants shall permit the display of one sign of not more than 5 feet square advertising property for sale or rent, or signs which are used by a builder to advertise a property during the construction and sales period.

## 16. CLOTHESLINES AND AIR CONDITIONERS

No outside clotheslines will be permitted. Window mounted air conditioning units may not face any street.

## 17. BUILDING LINES

No building shall be located nearer to a street line than indicated by a building line shown on the plat referred to above, nor nearer to any side lot line than 15 feet. For purposes of this covenant, eaves, steps or open porches not covered by a roof structure shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building or construction on any lot or parcel be reduced or subdivided.

## 18. DWELLING SIZE

Dwelling buildings erected on any lot shall contain a minimum of 2000 square feet of finished heated area for a single-story structure. Multi-level buildings, including two stories, split levels, etc., shall have a minimum of 2400 square feet of floor space in habitable areas.

## 19. EASEMENTS

Access to or the use of drainage and utility easements or any easement rights set forth on the recorded subdivision plat shall not be restricted in any way. Furthermore, natural drainage shall not be diverted or changed without the written consent of Developer, subject to paragraph 25 set forth hereinafter.

## 20. RADIO AND TELEVISION AERIALS

All exterior radio and television aerials and television satellite dishes must be approved in writing by Developer prior to installation, subject to paragraph 25 set forth hereinafter.

## 21. APPROVAL OF PLANS

No building, fence or any other structure or fixture shall be erected, placed, altered or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Developer, its successors or assigns as to conformity and harmony of exterior finishes, colors, designs and general quality with the existing standards of the neighborhood, and as to the locations of the building, structure or fixture with respect to topography and finished ground elevations, which approval shall be at the sole discretion of Developer. The Developer's responsibility as set forth herein is specifically made subject to the terms and conditions of paragraph 25 set forth hereinafter.

## 22. PROPERTY MAINTENANCE REQUIREMENTS

Grounds of each lot, whether vacant or occupied, shall be maintained in a neat, attractive condition, with the first 50 feet from the street being landscaped. The property located within the boundaries of the right of way adjoining an improved lot shall be sodded upon completion of the improvements on the lot from the lot property line to the edge of the pavement of the subject roadway.

## 23. STREET LIGHTS

The power bill for street lights will be divided equally among the lot owners, with each owner paying a prorata share, based on the number of lots titled in the name of each such owner.

## 24. ENFORCEMENT

Any violation of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, shall be punishable by civil or criminal action against said person or entities and any person entitled to protection under these covenants may proceed at law or in equity or any court, either civil or criminal, to prevent a re-occurrence of said violation. The responsibility for enforcing these covenants shall be upon either the Developer, the lot owners or the Homeowners Association as more particularly set forth herein. After the Developer has sold and/or conveyed its interest in 90% of the lots located in HIGHLANDS PLANTATION, it shall be the responsibility of the purchasers of the said lots to form a Homeowners Association or similar entity vested with the authority to enforce the terms and conditions of the covenants set forth herein. Specifically, either the lot owners or the Homeowners Association (or similar entity) shall be responsible at that time for any enforcement obligations of developer as set forth in these covenants and in particular with respect to such responsibility as detailed in paragraphs 4, 5, 12, 19, 20 and 21 above. In addition, the individual property owners of lots in said subdivision shall have the right to enforce any of these covenants. In any event, Developer shall not be obligated to enforce any of the covenants set forth herein after divesting itself of ownership in a least 90% of the lots in said subdivision. If a Homeowners Association is not formed at the time the Developer sells 90% of the lots in the subdivision, the owners of the lots either individually or collectively, shall have the responsibility of enforcing these covenants.

## 25. LIQUIDATED DAMAGES

Any owner violating any of the covenants set forth herein or permitting said covenant or covenants to be violated by a person occupying his or her premises agrees to pay liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day of the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants, except the violator shall not be

required to pay damages to more than one person, plaintiff, or complainant.

**26. SEVERABILITY**

Invalidation of any one of these covenants by judgement or court order shall in no way effect any of these other provisions which shall remain in full force and effect. These covenants shall likewise be considered severable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

**27. NO WAIVER**

The failure of either Developer, the lot owners or a Homeowners Association to assist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreement therein contained shall not be constructed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenants, conditions, provisions or agreements shall not be deemed a waiver of such breach and no waiver by Developer, the lots owners or the Homeowner Association of any of the terms, covenants, conditions, provisions or agreements shall be deemed to have been made unless expressed in writing and signed by either a corporate officer of Developer or an authorized representative of the lot owners or of the Homeowners Association.

**28. ZONING**

Zoning regulations applicable to property subject to these declarations shall be observed. In the event of any conflict in any provision of such zoning regulations or restrictions and the restriction of this declaration, the more restrictive provision shall apply.

**29. COVENANTS RUNNING WITH THE LAND**

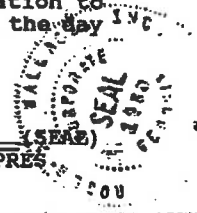
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part or to terminate said covenant.

IN WITNESS WHEREOF, Developer has caused this declaration to be executed in its name and by its agent duly authorized on the day and year first above written.

WITNESS  
*Virginia J. Lingerfelt*  
NOTARY PUBLIC  
ROCKDALE COUNTY, GEORGIA

ROGER A. WALLACE, INC.

BY: *[Signature]*  
ROGER A. WALLACE, PRES.

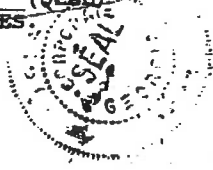
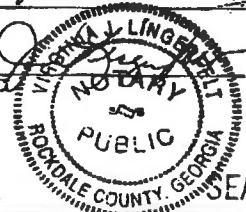


SEAL AFFIXED

CORPORATE SEAL AFFIXED

WITNESS  
*Virginia J. Lingerfelt*  
NOTARY PUBLIC  
ROCKDALE COUNTY, GEORGIA

G.S.A., INC.  
BY: *[Signature]*  
G.S. ANDERSON, PRES.



SEAL AFFIXED

CORPORATE SEAL AFFIXED

Notary Public, Rockdale County, Georgia  
Commission Expires Jan. 30, 1984