

Woodall Const. Co. Inc. y,
1028 Marietta Rd #16.00
Canton Ga 30114

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CHEROKEE COUNTY, GA

PROTECTIVE COVENANTS

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STATE OF GEORGIA,
COUNTY OF CHEROKEE

BOOK 4359 PAGE 400

Anna M. Rensen

This DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and published this _____ day of _____, 2000, by WOODALL CONSTRUCTION CO., INC., applicable to CHESTNUT HILL SUBDIVISION.

WITNESSETH:

That WOODALL CONSTRUCTION CO. INC. is the owner of the following described property known as CHESTNUT HILL SUBDIVISION.

All that tract or parcel of land lying and being in Land Lot 137 of the 14th District, 2nd Section of Cherokee County, Georgia, and being known as CHESTNUT HILL S/D. and being shown on a plat as recorded in Plat Book _____, Page _____, Cherokee County Plat Records which plat is incorporated herein by reference thereto. Being shown on plat of said subdivision plat prepared by Scott L. Reece. R.L.S. #264894., dated August 5, 1999.

1.

The protective covenants and restrictions set forth here-in shall apply to the above described property and shall be covenants running with the land and shall be binding on all parties, persons or entities owning a lot or lots in CHESTNUT HILL S/D.

2.

All lots in the subdivision shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling and other structures customarily incidental to residential use. No lot shall be used for a church, school, kindergarten, beauty shop or any commercial purpose.

3.

No lot shall be re-subdivided nor shall more than one house be erected on any lot.

4.

No mobile home or modular home shall be placed or erected on any lot of the subdivision. A mobile home is a detached single dwelling unit designed for long term occupancy, containing sleeping and living areas, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on streets or highways on its own wheels or on detachable wheels, arriving at the site as a complete dwelling unit and ready for occupancy after minor or incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated transportable building consisting of building units designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventionally on-site constructed building and to be used for residential purposes.

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No trailer, tent, shack, garage, barn or other outbuilding shall be placed or erected on any lot in the subdivision nor shall any structure of a temporary character be placed on any lot in the subdivision. Structures customarily incidental to residential use are allowed so long as such structures are not unsightly or do not adversely affect the value of other lots in the subdivision.

6.

No dwelling shall be permitted or erected on any lot with less than 1350 square feet of heated living area, exclusive of carport, porches or basements.

7.

The visible exterior of any concrete blocks shall have an exterior finish of rock, brick, stucco, or similar covering or shall be painted.

8.

No animal, livestock, poultry, birds of any kind shall be raised, bred or kept on any lot in this subdivision except dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

9.

No fences, lots or cages intended to contain any animal, livestock, poultry, or birds of any kind shall be allowed to be erected any closer to the front of the lot than the rear edge of the house.

10.

No fences of any kind shall be erected any closer to the front of the lot than the rear edge of the house.

11.

Any owner of a lot in the subdivision may enforce the covenants and restrictions by proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant or restriction either by seeking to restrain such violation or seeking damages.

12.

No junk cars or junk vehicles of any kind shall be allowed to remain on any lot or street in the subdivision.

13.

The construction of any house in the subdivision will be completed within ten months from the actual beginning of the construction. The beginning of the construction of the house shall be such time as the builder or owner or their agents or employees begin to grade or clear a lot or start any actual work toward construction of the house.

14.

All houses constructed on any lot in the subdivision shall be placed on the lot with a minimum setback line of 50 feet from the street or road in front of the house.

15.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as

designated above or on the recorded plat.

16.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17.

No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period.

18.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except 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.

20.

No individual sewage-disposal system shall be permitted on any lot 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.

21.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 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 lot within 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 as sufficient height to prevent obstruction of such sight lines.

22.

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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

23.

Enforcement shall 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.

24.

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, WOODALL CONSTRUCTION CO, INC. has caused these protective covenants and restrictions to be executed the day and year first above .

Signed, sealed and delivered in the Presence of:

[Handwritten signature]

WOODALL CONSTRUCTION CO. INC.

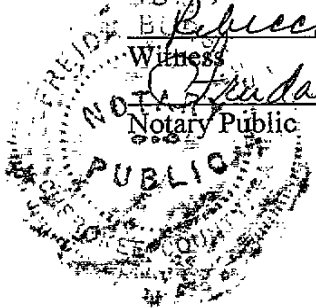
Signed, sealed and delivered in the presence of:

Becca O. Buttenworth

Witness

Heida Burger

Notary Public June 16, 2004



Rec 11-14-2000

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