

6329-337
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CHEROKEE COUNTY, GA

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BOOK 6329 PAGE 337
Anne M. Lincum

ATTACHMENT "A"

AFTER RECORDING, RETURN TO:
WEISSMAN, NOWACK, CURRY, & WILCO, P.C.
300 PARK BROOKE PLACE
SUITE 100
WOODSTOCK, GA. 30189

Protective Covenants
Hardwood Manor
Oak Ridge Way

1/2
14.00
38408

037 L0387

A Residential lot shall be determined as a land and water area of not less than two (2) acres. Building on an area less than two acres will not be permitted. The heated area of any dwelling to be built shall not be less than 2500 square feet.

1. Application. The covenants and restrictions contained in Attachment "A" shall pertain and apply to all Lots and structures erected or placed thereon.
2. Restriction on use. Lots may be used for single-family residences only and for no other purposed provided that Declarant may operate a Sales Office on a Lot or Lots designated by Declarant. No Mobile homes or manufactured homes may be placed or erected on said property. Travel trailers or campers may not be used for habitation and shall not be stored so that they are visible from the road.
3. Resubdivision of property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise without written approval of the Declarant.
4. Dwelling Size. Dwelling buildings erected on any Lot shall have not less than 2500 square feet of heated floor space, with a ceiling height of not less than 8 feet in all enclosed, and heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, carports and finished basements.
5. Before any house on the land may be occupied, it must be completely finished on the exterior.
6. Set Backs. No residence or any portion thereof, garage, carport, playhouse, out-building, or other structure shall be erected less than the set backs required by Cherokee County. Outbuildings shall be maintained in the decorum of the principal residence.
7. Swimming Pools. Swimming Pool design and construction plans, including landscaping and fencing, must be submitted to and approved by Declarant in writing before any clearing or grading is done. Above ground pools are not permitted on any Lot.
8. Trees: No tree having a diameter of 18" or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the property shall be included in the Design for landscaping.

9. Animals and pets. No animals other than dogs, cats or other usual and common household pets in reasonable numbers are permitted. Pets shall not be permitted to roam free, to endanger the health, make objectionable noise or constitute a nuisance, endanger or inconvenience the owners of other Lots or the owner of any property located adjacent to the development. No livestock or poultry of any kind shall be raised, bred, kept or permitted on any lot. All structures for the care, housing, or confinement of any pets shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets.
10. Solid waste:
- (A) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on common property.
 - (B) Except during approved construction, no person shall burn rubbish, garbage or any other form of solid waste on any Lot or Common Property.
 - (C) Except for building materials employed during the course of construction of any structure no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot. Surplus materials or trash on site must be kept hidden from the street and adjacent Lots. Declarant shall have the right but not the obligation to remove such debris and to place a lien against such lot for the reasonable cost of such removal if any trash shall accumulate.
 - (D) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular basis and recurring basis, containers may be placed at curbside for said pickup to be made.
11. Conduct. No noxious or offensive activity shall be carried on upon any Lot so as to render any portion unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Residents or guest shall refrain from any act or use of the property, which could cause embarrassment, discomfort, or annoyance of other residence.
12. Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall be installed, altered or maintained on any Lot, or any portion of a Structure visible from the exterior thereof, except:
- a. such signs as may be required for legal proceedings
 - b. not more than one "For Sale" or "For Rent" sign
 - c. directional signs for vehicular or pedestrian safety
13. Enforcement. Enforcement of the above and foregoing protective covenants shall be by a proceeding 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.

14. Invalidation. Invalidation of any 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.

15. These protective covenants may be amended at any time and from time to time during the initial 20 year period hereof, provided that the amendment is in writing, signed by a majority of the declarants and so long as any one of the declarants own and interest in the property. Any such amendment shall not become effective until the instrument evidencing such modification is recorded in the office of the Clerk of Superior Court of Cherokee County, Georgia. Every purchaser or grantee of any interest in the property, by acceptance of a deed or other conveyance, thereby agrees that this declaration may be amended as provided in this section.

WITNESS my hand and seal on this 23RD day of MAY, 2003

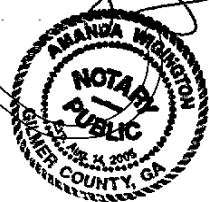
Signed, sealed and delivered in the presence of:

BELL, FRADY, BURKMAN, LLC

Heather D. Duni
Witness

Amanda W. [Signature]
Notary Public

George L. Frady
GEORGE L. FRADY, MEMBER



Rec 9-5-03