

After recording return to:
Boleman Properties
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Georgia
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James B. Manning, COC

STATE OF GEORGIA
COUNTY OF BANKS

**DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR WATERFORD GLEN SUBDIVISION**

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS,
made and published this 25th day of April, 2008, by Boleman Properties, LLC, a Georgia
Limited Liability Company as "Owner" and referred to herein as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner and developer of a subdivision in the County
of Banks and State of Georgia, known as "Waterford Glen Subdivision", the same being
a subdivision of all those certain lots, tracts or parcels of land, situate, lying and being in
District 913, Banks County, Georgia, and shown and delineated by a plat of survey
prepared by Geo Image, registered surveyors, dated 07-13-07, and recorded in Plat
Book G, pages 39 - 44, Banks County, Georgia Plat Records, reference to which plat is
hereby made for a more particular description of the property; and

WHEREAS, Declarant desires to subject said real property described in the
paragraph above to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described
above paragraph of this Declaration, including the improvements constructed or to be
constructed thereon, is hereby subjected to the provisions of this Declaration and shall
be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise
encumbered subject to the covenants, conditions, restrictions, easements, assessments
and liens (sometimes referred to herein collectively as "Covenants and Restrictions")
hereinafter set forth, which are for the purpose of protecting the value and desirability of,

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and which shall run with the title to the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest of any portion of the real property made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

1. LAND USE AND BUILDING TYPE: All of the lots in said subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than one, detached, single family dwelling. Erection of a separate garage will be permitted. However, Declarant is permitted to use a lot and any structure thereon as a "model" home and office for the sale of lots in said subdivision.

2. RESUBDIVISION OF LOTS: No lot shall be resubdivided into building lots of lesser size than the original lot, except that a portion of any lot be sold and/or transferred to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

3. LAND USE: Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn, log cabin or any outbuilding. No residence of a temporary character shall be permitted under any circumstances. No building shall be used as a school, church or kindergarten.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot unless the building and landscape design is approved in writing by the Architectural Control Committee. Declarant shall be the Architectural Control Committee and is empowered to approve housing plans and specifications as to design, quality of workmanship, materials and as to the location of any structure with respect to topography and finished grade elevation. Declarant has the right to assign in writing its authority and powers as the Architectural Control Committee to any entry or person it chooses, including the Waterford Glen Owners Association. Lot owners desiring to locate and construct a dwelling shall first submit Plans and Specifications therefor to Declarant and obtain written approval from it prior to the construction of any improvement on said lot.

Gates, columns, walls and fences (not attached to the dwelling) shall be approved by the Architectural Control Committee prior to construction. All fences VISIBLE from the road, whether from the front, side or rear yard, shall be of a material approved for architectural appeal. The Architectural Control Committee or designee shall review and approve all fences prior to installation. All antennas will be required to be either in the rear of home, in the attic, or on the rear roof. Satellite dishes shall be required to be located in the rear yard or rear roof and COMPLETELY screened from view from ANY STREET. All playground equipment shall not be visible from a street. Garbage containers and woodpiles shall be placed in a location so as not to be visible from the street. No above ground Swimming Pools shall be permitted. No clotheslines shall be permitted.

All mailboxes shall be uniform in design and construction approved by the Architectural Control Committee.

All homes constructed herein shall meet the following criteria:

- (a) The exterior surface of a residence or any other structure or improvements shall be wood, stone, stucco, cedar, shingle, brick or synthetic stucco, vinyl siding. Any other type of siding must be first approved by the Architectural Control Committee. THERE SHALL BE NO EXPOSED CONCRETE BLOCK. These requirements include all out building. Any out building shall be constructed in like style and materials as main residence.
- (b) All structures and erected shall be completed within one year of when construction commences.
- (c) All homes throughout the subdivision must have brick, stucco, or stone accents on the front. All garages shall have garage doors.
- (d) All plumbing stacks and roof vents shall be vented to the rear roof of all dwellings and painted color of shingles.
- (e) Electrical meter base installed on side of homes are to be painted the same color of exterior finish.
- (f) Air conditioning compressors located on side or rear of homes must be screened with shrubs.
- (g) The interior walls of all garages must be finished, painted or stained.
- (h) All chimney tops shall be encased with shroud.
- (i) Any of the conditions required in subparagraphs (a) through (h) may be altered by the Declarant.
- (j) At the time of the construction of improvements on a lot in said subdivision said lot owner shall construct sidewalks and a driveway entrance which driveway entrance and sidewalks shall meet specifications of the Architectural Control Committee.
- (k) Front and side yard shall be sodded with ample plant material on the elevations which face a street. All landscaping to be approved by the Architectural Control Committee.

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5. SIZE OF DWELLING:

(a) No dwelling shall be erected on any lot where the ground area thereof shall be less than 1600 square feet of heated space in the case of a one story structure.

(b) In the case of a two story structure, no dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than 800 square feet of heated space and where the total square footage of all stories shall be less than 1600 square feet.

(c) In the case of a split-level or split-foyer structure, no dwelling shall be erected on any lot in said subdivision where the finished and heated living area shall be less than 1,600 square feet of heated space.

(d) In the case of one story structure with a finished basement, no dwelling shall be erected on any lot in said subdivision where the main floor shall be less than 1,600 square feet of heated space.

(e) These minimum requirements of square footage shall be exclusive of porches, carports, patios, outside storage rooms or any unheated areas.

6. BUILDING LOCATION: All dwellings or other building shall be erected within the building setback lines as delineated on the subdivision plat referred to above.

7. OFFENSIVE TRADE: No noxious or offensive trade shall be carried on or upon any lot nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.

8. RENTALS: There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes, however, it is not intended by these restrictions to prohibit an owner from renting a room or an apartment in any dwelling located upon a lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, nor shall it prohibit the renting or leasing of an entire dwelling by the owner.

9. SEVERABILITY: Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction of the subject matter shall in no way affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

10. TERM: These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty (20) years from the date these covenants are recorded in the Office of the Clerk of the

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Superior Court of Banks County, Georgia. Declarant may amend this Declaration without the approval of any lot owner or mortgagee prior to the date on which the Declarant turns over the maintenance and enforcement duties to the owners. Thereafter, these covenants may be modified by an agreement in writing by two-thirds (2/3) of the lot owners in said subdivision, but such modification shall be effective only upon recording thereon in the Office of the Clerk of the Superior Court of Banks County, Georgia.

11. PARKING: No junk vehicles, commercial or industrial vehicles, including, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be regularly or habitually parked in front of any lot. Storage for boating equipment or travel trailers shall be so that they are not visible from the street. No ATV or motorized vehicles are allowed in easement, common areas or pedestrian walks. No ATV or motorized vehicle is allowed in parking areas with the exception of passenger vehicles. Each owner or occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner or occupant shall park any automobile on the streets of the subdivision as a matter of course. Any vehicle which is inoperable shall be towed away.

12. ASSOCIATION; MEMBERSHIP AND ADMINISTRATION. After the Declarant has sold all lots within the subdivision, the Declarant shall turn over control of the Architectural Committee and enforcement administration of these covenants to the owners of lots within the subdivision. The homeowners may establish a corporate entity for the purpose of managing its affairs. The voting rights shall be one vote per lot within the subdivision. Each owner of a lot shall be a member of the homeowners association by virtue of their ownership of a lot. Declarant, and any such association, shall have the ability to adopt rules and regulations and bylaws for the governance of the affairs of the subdivision.

13. ASSESSMENTS: Declarant, and the association of homeowners (after turnover by the Declarant) shall have the right to impose assessments for the general maintenance, upkeep and utilities for the entrance to the subdivision, rights of way, or for the upkeep, maintenance, or any other expense related to the any common areas within the subdivision. In the event any member or owner should fail to pay any such assessment, when due, the Declarant or the association shall have the right to file a lien against the property owned by such owner, and shall be authorized to institute litigation to collect such outstanding amounts. Declarant and the association shall have the right to recover interest on the outstanding amounts at rate of twelve per cent per annum (12%), in addition to reasonable attorneys fees and costs of litigation.

14. NON-DISCRIMINATION: No owner or person authorized to act for an owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make available or deny the purchase or rental of any Lot any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

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15. ANIMALS AND PETS: No stable, poultry house or yard, rabbit hutch or similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot. However, household pets shall be permitted, provided they are not raised for commercial purposes, and further provided that such household pets are not allowed by owners to become a nuisance, whether by being allowed to run loose, because of aggressive or excessively noisy conduct, or because of hygiene habits or bodily wastes. Structure for the care, housing or confinement of any pets shall be approved by the Architectural Control Committee. All pet structures shall be placed so as not to be seen from the street or adjoining neighbors' residences. In addition, the possibility of noise and odors shall be taken into consideration by the Architectural Control Committee in allowing pet structures to be placed on a lot.

16. MOTOR VEHICLES, TRAILERS, BOATS, ETC.: Mobile homes, truck campers, trailers of any kind and boats or motor vehicles shall not be parked upon any portion of the common property. Mobile homes, truck campers, trailers of any kind and boats shall not be parked or stored on individual lots except in such a manner that they are totally shielded from vision from the street or adjoining lots. No vehicle may be parked on any area other than paved driveway or parking pad.

17. 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 on common property.

(c) Except for building materials employed during the course of construction of any structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot unless screened.

(d) If rubbish, garbage or any form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed.

18. ONGOING MAINTENANCE: All lots, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective property owners. Such maintenance shall include, but not limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass walks and other exterior improvements. Upon the failure or refusal of any lot owner to maintain his lot and the exterior of all improvements located thereon in a neat and sound condition, Declarant may, after fourteen (14) days'

notice to such owner, enter upon such lot and perform such exterior maintenance as Declarant, in the exercise of its sole discretion, may deem necessary or advisable. Such lot owner shall be personally liable to Declarant for the direct and indirect cost of such maintenance, and the liability for such cost shall be a permanent charge and lien upon such lot enforceable by Declarant by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give Declarant the right to enter upon such lot and perform such maintenance, entry for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

19. UNSIGHTLY OR UNKEMPT CONDITIONS: The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the common properties or on any lot in a location visible to a street or an adjoining lot.

20. APPROVED BUILDERS LIST: Only contractors on a list approved by Declarant will be permitted to construct on property subject to this Declaration. All builders seeking approval shall complete the application for authorization to build for Waterford Glen subdivision then in use. All builders shall be subject to periodic review and may be removed from the approved list with or without cause and without prior notice. No builder may subcontract a complete job to another builder, whether or not such builder is on the approved list.

21. EASEMENTS, ZONING AND OTHER RESTRICTIONS: These covenants and restrictions shall be in addition to any easements of record, and any applicable zoning ordinances applicable to the property.

22. UTILITY FEES AND EXPENSES: The owners shall be responsible for the utility and electrical expenses arising from the street lights and any other expense incurred for lighting of the streets and rights of way within the subdivision. This expense may be collected by the owners association as an assessment, or may be paid by the owners collectively.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal,
the day and year first above written:

BOLEMAN PROPERTIES, LLC
A Georgia Limited Liability Company

J. M. C. Boleman

Witness

T. M. Boleman

By: Timothy M. Boleman, Manager

Linda Franklin

Notary Public

