

**Compilation of
Original Covenants, 1st & 2nd Amendments
PRINCETON SUBDIVISION PROTECTIVE COVENANTS**

Lots as shown on plat are subject to the following restrictions, which are covenants running with this land and may be enforced by the owner of any lot in the subdivision and shall remain in full force and effect until the ____ day of November 2022.

1.

No lot shall be subdivided; no more than one house shall be erected on any lot.

2.

No house shall be nearer a fronting street than the building line shown on plat nor nearer than 10 feet to any side lot line (20 feet between structures).

3.

Lots shown shall be for family residences only.

4.

No temporary house, shack, tent or trailer shall be occupied on any lot as a residence, school, church, or kindergarten.

5.

No building shall be erected on any lot to be used as a school, church, kindergarten or daycare or for any usage other than personal residential use.

6.

No inoperable vehicles of any type shall be regularly or habitually parked in front of or on any lot/residence or in the subdivision. No commercial or industrial vehicles, including but not limited to moving vans, trucks (over 1 ton capacity), tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses shall be regularly or habitually parked in front of or on any lot/residence or in the subdivision. Storage for boating equipment or travel trailers shall be so that they are not visible from the street and they shall be parked on an additional concrete driveway with landscaping to hide the recreational vehicle from the street.

7.

No residence of less than 1500 square feet shall be erected on any lot. If the residence is a one and one-half story or a two story, the main level must be no less than 1000 square feet. All split foyer plans must be no less than 1600 square feet.

8.

No building shall be erected, placed or altered on any lot unless the design and location of the structure conforms to and is in harmony with the character of design with the existing structures in the subdivision. This includes but is not limited to residential structure, accessory building and any other building or structure to be placed or altered on any lot. The Architectural Control Committee shall be empowered to approve construction plans and specifications as to design quality of workmanship, materials, harmony of external design with existing structures and location of structures with respect to topography and finish grade elevations. Lot owners desiring to construct a dwelling shall first submit plans and specifications to the Architectural Committee and shall obtain written approval from said Architectural Control Committee prior to the beginning of construction. Lot owners wishing to construct additional buildings or structures should notify in writing the Architectural Control Committee of the construction prior to beginning the project. Also, lot owners wishing to make modification to outside of the primary residential structure shall contact the Architectural Committee giving plans and specifications as to the alterations and changes and shall obtain written approval from said Architectural Control Committee prior to the beginning of construction.

9.

No swine, poultry or livestock shall occupy any lot.

10.

No antennas or towers will be allowed on the exterior of premises. Satellite dishes shall be located as to be screened as much as possible from any view from the street.

11.

No residence shall be erected on any lot without a double car garage with door. The interior walls of all garages must be sheet rocked and painted. A double car garage with door and painted sheet rock must be maintained at the residence as long as Covenants are in place.

12.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. All electrical, cable and telephone service lines shall be underground.

13.

Homebuilders/property owners shall be required to maintain cleanliness of building site by removing all debris during construction. Dumpsters shall be emptied regularly and scrap materials shall be removed timely. All construction materials shall be removed after the completion or near completion of the dwelling. Dumpsters shall be removed promptly. Dumping on any lots of any materials or debris is not allowed. Homebuilder/property owner shall be required to remove transported soils from street gutters and catch basins abutting developed lot. Homebuilder/property owners shall seed all disturbed earth with an approved permanent vegetative cover.

All undeveloped lots shall be maintained in a clean state with no debris or litter on lot. Property on both sides of sidewalk skirting the lot shall be maintained with grass regularly cut and trimmed. Pedestrians must be able to pass on the sidewalks without any encroachment.

14.

No signs except temporary Real Estate, For Sale, Garage/Yard Sale or election signs are allowed. All signage must be removed no later than the day after the event

15.

No fences shall be any closer to the street than the rear of the house or no fence shall extend forward of the back edge of the house. Plans and specifications must be submitted to Architectural Control Committee prior to the beginning of construction. All fences facing the street must be wood, vinyl or of iron/aluminum plate (as the front entry of Princeton). All wire fencing must be green or black coated vinyl. Corner lots may have fences on sidelines facing street but must be of wood, vinyl or of iron/aluminum plate (as the front entry of Princeton). Any variance on the placement of fence or the material of the fence must be approved by the Architectural Control Committee.

16.

All front yards are to be sodded and/or naturally landscaped islands. Front yards are defined as property from the front corner of the house to the street. Islands are defined as area in the yard or next to or in front of the home which is not planted in sod but contains other planting such are flowers, shrubs and the likes or no plantings at all but are a featured area. Islands do not contain sod. Islands many times have border of a material to separate them from the sodded area. Lawns and landscaped islands are to remain presentable and well-maintained year-round.

17.

Without exception, no clotheslines of any nature shall be allowed in the subdivision.

18.

All vertical wood visible from the street to the front of the house shall be painted. This includes but is not limited to all railings, pickets, etc. Paint is defined as any substance which protects the wood and keeps it from ageing or turning any color other than the color applied. Paint colors should be in harmony with the other homes in the Princeton Subdivision.

19.

All chimney tops shall be encased with shroud.

20.

At time of construction of improvements on any lot, said lot owner shall construct a concrete driveway and driveway shall meet Hall County Building Specifications.

21.

No ATV or motorized vehicle shall be allowed in easement, common areas or pedestrian walks other than items used for a handicapped person who would need assistance.

22.

All homes throughout the subdivision must have brick, stucco or stone accents on fronts of not less than 200 feet.

23.

All structures shall be completed within one year of start date. Start date will be defined as the date the permit is issued by Hall County for the construction project. The builder shall notify the Association of the issuance of said permit. Any building not completed and ready for occupancy is subject to fines set forth by the Association.

24.

All residence to be brick, stucco or stone veneer and a masonite siding or vinyl siding equivalent thereof. There shall be no exposed concrete block. No wood stoops shall be allowed on front of houses. These requirements include all accessory buildings. Any accessory building shall be constructed in like style and materials as main residence. Colors shall match the primary house.

25.

All roof shingles to be black blend with any plumbing stocks or roof vents visible from streets painted to match shingles.

26.

Swing sets or other playground equipment shall be constructed and placed as best to have limited or no sight from street.

27.

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. Trash, garbage or other waste shall be kept in sanitary containers. Trash bins and recycle containers are to be placed curb side the night before the scheduled pick-up or the morning of scheduled pick-up. The trash bins and/or recycle containers shall be removed from curbside promptly. Newspapers, handbills, phone books and other circulars shall be removed from driveways, sidewalks and yards. This includes items such as but not limited to handbills, notices, advisements taped to or placed on mailboxes. No abandoned or junk properties including but not limited to cars, equipment or recreational items shall be left or parked on any subdivision street or in the front, side or rear yards/property or in the subdivision. No recreational vehicles, including but not limited to boats, campers, trailers, motorcycles or racecars shall be parked on any subdivision street. Street overnight parking or daytime parking for any vehicle is not allowed for more than 48 hours. When street parking takes place, all vehicles should be parked as not to hinder visible for normal street traffic or usage of the sidewalks. Safety is the concern for both pedestrians and motorist.

Parking on hills, curves, adjoining streets, stop signs or fire hydrants should be avoided.

28.

The design of all mailboxes is governed by the Association. It is the responsibility and duty of the builder or property owner to use the designated and approved mailbox. Any replacement mailbox shall be bought by the homeowner/property owner to match the original mailbox. Any changes in the design of the mailboxes must be made by the Princeton Homeowners Association. All mailboxes shall be uniform and matching throughout the subdivision. Any homeowner/property owner with a mailbox not in compliance shall be subject to a fine as set forth by the Association.

Princeton Homeowners Association

There is hereby created a Princeton Homeowners Association to continue the privileges, duties and obligations of the Developer as set out in these Protective Covenants. The Association shall be empowered to assess each lot owner fees and assessments as established and determined necessary by the Association.

The yearly homeowner fees shall not be raised without approval by a majority vote of 55% of the eligible members of the association unless there is a shortfall in the approved budget to pay for the real estate taxes on the common ground or to pay for the insurance for the Association officers and insurance on the commons grounds as well as items mandated by these Convents.

All said fees and assessments shall be placed on deposit into the account of "Princeton Homeowners Association". The fees are subject to change upon the needs of the Association. Membership in the Association is conveyed with the purchase of each lot and constitutes one vote with Princeton Homeowners Association in decisions. Homeowners Association decisions shall be based upon the majority vote of at least fifty five percent of the eligible Princeton homeowners, and or proxies, present at any given meeting. By this method all officers of the Princeton Homeowners Association shall be elected, or reelected, annually. A homeowner, by virtue of owning property subject to this declaration, shall be a member of the Princeton Homeowners Association, provided however, that any person or entity who holds any such interest merely as security for the performance of any obligation shall not be entitled to membership. Property owners who rent or lease or allow occupancy of their property are subject to membership in the Association whether this owner is an individual, or an entity. This includes but is not limited to individuals, builders or financiers who rent or lease or allow occupancy of their property interest.

All fees and assessments owed by any lot owner to the Association shall constitute a lien against the property by such owner but said lien shall be inferior to any person or entity who holds a security interest in the parcel merely for the performance of an obligation of the owner. It shall be incumbent upon the purchaser of any parcel to ascertain whether the lot to be acquired is subject to lien held by the Association for nonpayment of fees or assessments and the failure by any such purchaser to make such an inquiry shall not affect the validity of such lien. The Association shall respond promptly to any inquiry by any prospective purchaser and the purchaser shall be authorized to rely upon a written response from the Association to the extent of the information given. The Association has the right to charge a handling fee for this information.

The primary purposes of the Association shall be (a) to enforce the provisions of the within Declaration; (b) to preserve all common areas in their natural state; (c) to provide for the continued maintenance and preservation of the subdivision entrances; and (d) immediately assume all functions heretofore performed by Developer.

Term

These Covenants shall run with the land and be binding upon all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for a full period of twenty (20) years from the date of these Covenants as recorded in the Office of the Clerk of Superior Court of Hall County, Georgia. At the expiration of the said period, these Covenants shall be automatically extended for successive periods of the ten (10) years unless an instrument signed by 55% of the eligible members of the Association (then owners of the lots of Princeton) is recorded agreeing to change and modify of said Covenants in whole or in part. During the term of these Covenants, they may be modified by a majority vote of 55% of the eligible members as described above and shall only be effective upon recording thereof in the Office of the Clerk of Superior County of Hall County, Georgia.

Enforcement

Violations or attempted violations on the part of any owner, heir, administrators, executors, and assign during the term of these Protective Covenants shall afford the Homeowners Association as well as any person or persons owning lots in said subdivision a right of action at a law or in equity against the person or persons violating or attempting to violate the Covenants, either to restrain violation or to recover damages. However, any violation shall not result in a forfeiture or reversion of title.

Severability

Invalidation of any one or more of these Covenants by a judgment of any Court having jurisdiction over the subject matter shall in no way affect any of the other provisions contained herein but other provisions of the Protective Covenants shall remain in full force and effect.

The Architectural Control Committee will be maintained by the Association as directed in a written request from the Real Estate Agent and herein attached to this document. The Association Officers shall have the authority to appoint a person or persons or they themselves shall act as the Architectural Control Committee.