

mail ATTN: *Princeton Subdivision*
HIS Properties
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GEORGIA, HALL COUNTY, CLERK
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AND RECORDED IN BOOK *4440*
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WIGHT S. WOOD, CLERK BY *J. Cant*

**PRINCETON SUBDIVISION
PROTECTIVE COVENANTS**

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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 show 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, or a kindergarten.

6.

No inoperable 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 and 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 or a two story, the main level must be 1000 square feet. All split foyer plans must be 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. 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.

9.

No swine, poultry, or livestock shall occupy any lot.

10.

No television antennas will be allowed on the exterior of premises. Satellite dishes shall be required to be located in the rear yards and COMPLETELY screened from view of any 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.

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 shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of dwelling. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall seed all disturbed earth with a permanent vegetative cover.

14.

No signs except temporary Real Estate, For Sale or Garage Sale signs are allowed.

15.

000538

No fences any closer to street than rear of house. Plans and specifications must be submitted to Architectural Control Committee prior to the beginning of construction. All fences must be wood or vinyl facing the street. All wire fencing must be green coated vinyl. No fence shall extend past the back edge of house. Corner lots may have fences on sidelines facing street, but must be of wood. Once all lots in the subdivision are sold to homeowners, this responsibility shall revert to Princeton Homeowners Association.

16.

All front yards are to be sodded and/or naturally landscaped islands. Lawns 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 streets to front of house shall be painted, including but not limited to all railings, pickets, etc.

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 allowed in easement, common areas, or pedestrian walks.

22.

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

23.

All structures erected shall be completed within one year of start date.

24.

All residence to be brick, stucco or stone veneer, or 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 out buildings. Any out buildings shall be constructed in like style and materials as main residences.

25.

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

26.

Swing sets or other playground equipment shall be constructed as best to have limited 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. No abandoned or junk cars shall be parked on any subdivision street or in the front, side or rear yards. No recreational vehicles, including but not limited to boats, campers, trailers, motorcycles, or racecars shall be parked on any subdivision street. Overnight parking is not allowed for more than 48 hours.

28.

The design of all mailboxes is to be chosen by the Developer. Thereafter, any replacement mailbox shall be bought by the homeowner to match the original mailbox. Once all lots in the subdivision have sold, any change in the design of the mailboxes must be made by the Princeton Homeowners Association. All mailboxes shall be uniform and matching throughout the subdivision.

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. 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 on majority rules vote of members present any given meeting. By this method, all officers of Princeton Homeowners Association shall be elected annually. The owner of a lot, by virtue of owing 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. All incidents of membership, including voting rights and assessments, shall be reserved and retained by Developer until all lots have been sold to homeowners.

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 primary purposes of the Association shall be (a) to enforce the provisions of the within Declaration; (b) to preserve, as far as practicable, the natural beauty and to insure the best development of the property; (c) to provide for the continued maintenance and preservation of the subdivision entrances; and (d) immediately upon all lots being sold to homeowners, the Association shall 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 ten (10) years unless an instrument signed by the majority of the then owners of the lot of Princeton is recorded agreeing to change and modify of said Covenants in whole or in part. During the original term of twenty (20) years, these Covenants may be modified by an agreement in writing between the Developer and a majority of the lot owners in said subdivision but such modification shall be only effective upon recording thereof in the Office of the Clerk of Superior Court of Hall County, Georgia.

ENFORCEMENT

Violations or attempted violations on the part of any owner, heirs, administrators, executors, and assigns during the term of these Protective Covenants shall afford the Developer, (or Homeowners Association if applicable), 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 effect 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 Developer and Real Estate Agent.

Witness, the hand and seal of the undersigned, this 6th day of January, 2003.

DEVELOPER: Highway 53 Properties, Inc.

Signed, sealed, and delivered
this 6 day of 2003, January
2003 in the presence of:

Janeal Orr
Notary Public
My commission expires:
Notary Public, Cherokee County, Georgia
My Commission Expires May 09, 2005

By: William H. Latham, Jr.
William H. Latham, Jr.

Signed, sealed, and delivered
this 6 day of January
2003 in the presence of:

Janeal Orr
Notary Public
My commission expires:

JANEAL ORR
Notary Public, Cherokee County, Georgia
My Commission Expires May 09, 2005

By: William L. Early, M.D.
William L. Early, M.D.