

After Recording, Return to:  
 Bill Wade  
 Chamblee Associates, LLC  
 3260 Keith Bridge Rd., #213  
 Cumming, GA 30041

GEORGIA HARALSON COUNTY

I hereby certify this instrument  
 was filed for record in my office  
 on 1ST day of NOV. 2001  
 at 4:15 P. M and Recorded in  
 DEED Book 524 Page 171-173

*Mary Anne Wadsworth*  
 DEPUTY Clerk Superior Court

DECLARATION OF PROTECTIVE COVENANTS  
 FOR  
 GOLD CREEK PHASE 2

STATE OF GEORGIA

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 4<sup>th</sup> day of September, 2001, by Chamblee Associates, LLC hereinafter referred to as "Developer". The term "Developer" shall be defined as Chamblee Associates, LLC, or any successor or assign. If Chamblee Associates, LLC sells all the remaining lots and undeveloped land in Gold Creek Phase 2 in bulk, there shall be deemed to have been an assignment of the powers of the Developer to the purchaser of the lots and undeveloped land. However, until Chamblee Associates, LLC owns no other property presently developed or to be developed within Gold Creek Phase 2 it shall be deemed to be the Developer.

The following restrictions shall apply until September 4, 2021, to the property known as Gold Creek Phase 2 in accordance with a plat of survey recorded in Plat Book 31, Page 126 in the Office of Clerk of Superior Court of Haralson County, Georgia. These covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by the owners of a majority of the lots in Gold Creek Phase 2 to which the covenants are extended has been recorded, agreeing to change said covenants in whole or in part.

1. DWELLING SIZE AND USE. No lot shall be used for any purpose other than a primary single family dwelling, and no single family dwelling containing less than 1,100 square feet of heated space shall be erected on any lot.
2. LOT SIZE. No lot will contain less than 15,000 square feet.
3. MASONRY. Any masonry construction used above ground shall either be brick, stone or painted and/or dyed stucco, or concrete block which is covered with masonry or mortar or other material which leaves no exposed concrete block. There shall be no exposed concrete block.
4. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes.
5. NUISANCES. 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.
6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional 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. No builder will be permitted to post a sign advertising the name of the builder.

7. VEHICLES. No vehicles shall be parked, stored or operated on any lot or residence not having a current license plate. All vehicles parked and/or stored on any lot or residence must be operational and capable of being operated on public roads according to the laws of the State of Georgia. No material, equipment or business vehicles may be stored or parked on the premises of any lot or residence except that one business vehicle (the carrying capacity of which shall not exceed one ton) used exclusively by the resident may be parked in the carport, garage, or rear or side yard except vehicles used during the construction and sales period of the lots and residences. No resident or member of the household shall regularly park a vehicle on the street right of way.
8. FENCES. No fences of plywood or other materials not suitable for exterior permanent fencing shall be erected. No barbed wire fences, electric fences or other fences dangerous to children shall be erected or maintained. No fence will be erected on a lot nearer to the main street than the front of the edge of the dwelling.
9. STORAGE CONTAINERS. All maintenance equipment and personal belongings shall be stored in basements, garages, or storage buildings that shall be constructed and/or located in the rear of the house and not in the front or side of the house. There will be no Propane gas or fuel storage tanks permitted on any property.
10. MAINTENANCE. Each Owner shall keep and maintain each Lot, the exterior of the dwelling and all Structures owned by him, as well as all landscaping located thereon, in good condition and repair, including but not limited to ( i ) the repairing and painting of the dwelling and all other Structures; (ii) the moving and otherwise caring for all lawns; (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorist or pedestrians of street traffic; and (iv) the maintenance, repair and painting of all fences on the lot.
11. MAIL BOXES. In order to maintain a uniform appearance, all mail boxes will be of an identical style, color, shape, and height as designated by the developer and placed in accordance with all local and US Postal regulations
12. CONTROL. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot nor shall any existing Structure upon any Lots be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless the plans and specifications thereof shall have been submitted to and approved in writing by the Developer. "Structure" shall include garages, porches, sheds, greenhouses, fences, swimming pools, mail boxes, or any other object or excavation which affects the appearance of any lot. Such plans and specifications shall be in such form and contain such information as may be reasonably required by the Developer including, without being limited to:
  - ( a ) A site plan showing the location of all proposed and existing Structures on the lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
  - ( b ) A foundation plan;
  - ( c ) A floor plan;
  - ( d ) Exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

( e ) Specifications of material, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

( f ) Plans for landscaping, grading and written certification of compliance with all applicable Georgia State Department of Natural Resources regulations currently in effect at the time of Lot development.

Within (15) days after receipt of plans and specifications, the Developer shall either approve same or state in writing to the applicant what modifications are needed to gain approval. Upon sale of all lots in Gold Creek Phase 2 , including any additional phases to which these covenants are extended, the enforcement of this paragraph shall terminate.

- 13. ENFORCEMENT. Any person who attempts to violate or threatens to violate any of the terms hereof shall be subject to such equitable relief as may be deemed appropriate by a court of competent jurisdiction and any person who willfully violates the terms hereof after receiving notice from an interested person of his opposition to such violation shall be liable to pay the reasonable attorney's fees of any such person or firm having legal standing who obtains equitable relief against such violator.

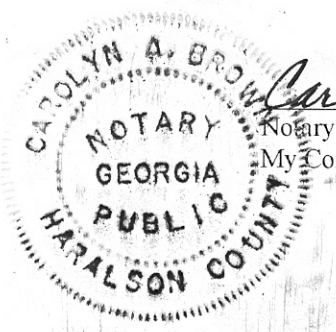
In witness whereof, we have set our hands and seals on the date aforesaid.

Signed, sealed and delivered in the presence of:

CHAMBLEE ASSOCIATES, LLC

*Gina Griffith*  
Unofficial Witness

By *Bill Wade, Managing Partner*  
Bill Wade, Managing Partner



*Carolyn A. Brown*  
Notary Public  
My Commission Expires Dec. 12, 2003  
Notary Public, Haralson County, Georgia  
My Commission Expires Dec. 12, 2003