

BROOKWOOD HILLS SUBDIVISION

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS RUNNING WITH THE LAND

Whereas, the holders of the legal title to the below listed subdivision, known as Brookwood Hills, said tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 17 & 20, 8th District, 1st Section, Union County, Georgia, containing 25.47 acres, more or less, and being shown on a plat of survey by Blue Ridge Mountain Surveying, Inc., dated April 18, 2007, filed and recorded in Plat Book ____, page ____, Union County Records.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Brookwood Hills Subdivision.

If the owners of such lots or any of their heirs, successors or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him (or them) from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Brookwood Hills Subdivision is designed as a gated, private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads, common areas and the cost of electric power to the gate. The Developer shall maintain all roads until such time as the number of lots sold exceed the number of unsold lots. When lots having been sold exceed the number of unsold lots in all phases the owners shall form a Homeowners Association and set the requirements for the future road maintenance.

Developers shall not be responsible for the security provided by the entrance gate. Owners, their successors and assigns, by purchasing property subject to the declaration agree to hold harmless and indemnify the developers, their heirs and assigns, from liability for operation and/or security provided by the entrance gate. The developers make no representation as to the protection and/or operation of the entrance gate and the protection provided wherefrom.

1. **LAND USE.** No lot after being conveyed by the developer maybe subdivided into lots less than one (1) acre. All lots are only for single family residential purposes. Only such residence shall be erected on any one lot. However the owner of any lot may erect a garage for use in connection with the single family residence erected thereon. No lot dwelling or structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.
2. **SETBACKS.** All setbacks shall be ten (10) feet from property lines and all structures are to be constructed ten (10) feet from the property lines unless otherwise stated on plat.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other person or parties involved in construction or alteration of a structure. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, also that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained.

4. **HOUSE SIZE.** All houses shall be constructed with no less than one thousand (1000) square feet of heated living space on one floor, if more than two (2) floors, six hundred (600) square feet on main floor, exclusive of any carport, garage, basement, deck, patio or porches.
5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone or stucco and/or painted. All colors for siding, trim, roofing etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc may be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3-12 pitch.
7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be erected, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction.
8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.
9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewerage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter

will be allowed on any lot and must be placed out of sight of subdivision roads.

10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five inches in diameter shall be removed from the property after being conveyed by the developer. Any home site, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building, with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be left exposed except during construction.
11. **EASEMENTS.** Developer, for the benefit of developer and their successors and assigns, reserve the absolute exclusive, continuing and non exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonable necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. Nothing here shall obligate developer to provide or furnish any utility service.
12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said sub-division except for the entry and exit from the area; if they are determined to be a nuisance to the property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor homes may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all sub-division road except during construction of a residence. A recreational vehicle may be parked at a residence provided its location is at least one (100) feet from all subdivision roads and shall not be for occupancy or use.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or noxious

orders. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. Neither wrecked or unregistered motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.

14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builders' sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins Brookwood Hills Subdivision if the Developer owns the property being crossed to access adjoining property.
16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.
18. **RESTRICTIONS TIME PERIOD.** The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all person claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof the owners hereby sets its hand affixes its seal, this the 6th day of June, 2008.

Kevin Green

David Rich

Paula K. Smith
Witness

Patricia M. Mason
Notary Public
My Commission Expires: 6-26-09

Seal Affixed

UNION COUNTY, GEORGIA

FILED & RECORDED June 6
2008 AT 10:50 A.M.
RECORDED IN BOOK 763 PAGE 638-643

Allen Corley S.C.C.