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RETURN TO: R.A. HUDSPETH, 1770 Indian Trail Road, Suite 280, Norcross, Georgia 30093 (770) 925-1400

**DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF HAWK RIDGE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by HARBINS DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is or will be the Owner of certain real property in Harrisburg GMD 257, Jackson County, State of Georgia ("Land"), which is more particularly described on Exhibit "A" annexed hereto and incorporated herein by reference.

NOW THEREFORE, Declarant hereby declares that the Land shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each holder thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Declarant" shall mean and refer HARBINS DEVELOPMENT CORPORATION, its successors or assigns.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area, if any, and delineated public streets.

Section 3. "Other Builder" shall mean and refer to any individual or entity which acquires one or more undeveloped Lots from the Declarant for the purpose of development.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any improved Lot on which there exists a completed home which is or has ever been occupied as a residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding those Lots owned by the Declarant and Other Builders.

Section 5. "Property" or "Land" shall mean and refer to that certain real property herein described, and such additional property thereto as may hereafter be subjected to this Declaration by the Declarant.

Section 6. "Subdivision" shall mean and refer to all or any portion of the Land which has been recorded as such per plat in the office of the Superior Court of Jackson County, Georgia.

ARTICLE II

PROPERTY RIGHTS

Section 1. Reservation of easement to the Declarant. The Declarant, its agents or assigns shall have and is hereby granted an easement as necessary or incidental for ingress and egress over, thru and across any Lot to (i) maintain, repair, remove, or replace the entrance statement(s) for the Subdivision or Subdivision detention pond(s); or (ii) to cure a violation of this Declaration by removal of the item(s) causing the violation (e.g. sign, vehicle, or other matter whatsoever) which constitutes the violation or to

otherwise cure the violation by performing such maintenance or other corrective action necessary to cure the violation.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Exterior Rules. All Lots are subject to the following restrictions which are covenants running with the Land and shall be enforceable in law or equity by Declarant, Other Builders or Owners (collectively as "Holders") and shall be in force and effect until November 1, 2022.

(a) No temporary house, shack, tent or trailer shall be erected on any lot. No mobile homes or doublewide manufactured homes shall be allowed. No relocated house shall be moved onto any Lot. All dwelling units must be a minimum of 1400 square feet of indoor heated area.

(b) No vehicles, to include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles, shall be parked on the streets of the Subdivision for more than six hours in any twenty-four (24) hour period, excepting Declarant and Other Builders and its tradespeople's vehicles utilized in connection with the sale and construction of residences therein. Unless, and except to the extent that the occupants of a Lot shall have more vehicles than the number of parking areas serving their Lot, all vehicles shall be parked within such parking area. Any recreational vehicles or service vehicles parked on any Lot shall not be visible from the street. All dwelling units shall contain a double garage. All resident owned vehicles shall be parked in the garages or driveways of their respective residences for periods of time exceeding six hours. Inoperable vehicles or vehicles under repair shall be parked in the garage at all times during such period of repair or inoperativeness. No dilapidated or unsightly vehicles or machinery shall be parked or stored in such a manner as to be visible from the street or any other residence.

(c) Paragraph (b) above notwithstanding, no vehicles, equipment, or materials shall be stored on any lot (except Declarant's or Other Builder's equipment and materials), whether covered or not, at a location which is visible from the street or any other residence.

- (d) No satellite dish antennas, radio transmission or reception devices, nor television antennas of any sort shall be erected on the roof or in the yard of any residence except that digital satellite dishes or direct broadcast satellite dishes of 24" or less in diameter shall be permitted without written consent of the Declarant. All satellite dishes must be on the rear of the house.
- (e) All blinds, shutters, and/or window treatments visible from the street shall be of white or alabaster color.
- (f) No basketball goals shall be erected so as to be visible from the street.
- (g) On any Lot, Common Area or the right of way which was dedicated per the Plat or by deed as incidental or necessary to the subdivision of the Land, no sign for any purpose whatsoever shall be erected or displayed such as on or within a vehicle, residence or other device, except a double-faced 3 square foot per side sign no more than 36 inches tall advertising a residence for sale or lease. Declarant's or Other Builders' signs are also excepted from the foregoing restriction.
- (h) No fences shall be erected in the front lawns of any Lots. There shall be no chain link fences. All fences shall conform, without limitation, to the following requirements: (i) must be erected in rear yards only and no further forward than the rear corners of the house, and (ii) must be constructed of wood and no higher than six feet in height with the finished side facing externally. The installation of the fence shall be of a pleasing appearance. All proposed fences (fence type, material and color) must be approved in writing by the Declarant.
- (i) No accumulation of discarded personal effects, debris, waste, garbage, or other unsightly objects or matter will be permitted on any lot. All garbage cans shall be concealed from view from the street and neighboring property except on days of scheduled pickup. All woodpiles shall be concealed from view from the street and neighboring property.
- (j) Exterior of houses shall be of brick veneer, stucco, stone, or contemporary type siding. There shall be no exposed concrete block.

(k) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of dogs, cats, or usual and common household pets. No pets shall be kept, bred or otherwise maintained for any commercial purpose.

(l) No window air conditioning units may be installed that are visible to the street or the neighboring property.

(m) No vegetable garden, statuary, or play equipment (including without limitation, basketball goals) may be located other than between the rear dwelling line and the rear lot line.

(n) All mailboxes located on the Lots shall be of a similar style approved by the Declarant.

(o) No clothesline or any clothes drying device, of any type shall be permitted in any Lot.

(p) No house shall be nearer a fronting street than the building line shown on the plat, nor nearer than 40 feet from the rear lot line. Minimum side yard 10 feet, total side yard setback is 25 feet.

These setbacks apply unless otherwise approved by the appropriate governmental authority and the Declarant.

(q) Other Builders shall be responsible for the implementation of measures to ensure conformance with any county soil erosion control ordinances.

(r) Other Builders shall be required to maintain cleanliness of building site, removing all debris and construction materials after the completion of construction, to remove transported soils from street gutters and catch basins abutting the developed Lot, and to seed all disturbed earth with a permanent vegetative cover.

(s) All structures erected shall be completed within one year of when work began.

(t) Electrical meter base installed on side of homes shall be painted the same color as the siding.

(u) A 20 foot perimetral drainage easements to conform to FHA regulations and a 10 foot drainage easement along all interior lot lines are hereby dedicated to Jackson County.

(w) Motorcycles and motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final platted lots or undeveloped.

(x) Owners shall not alter, remove or add any improvements to any entry features constructed by the developer on any lot or any easement area associated therewith without the prior written consent of the Declarant.

(y) Any above ground pools must not be visible from the street.

(w) Lot owners must acquire written approval from the Declarant for all house plans, site location, additions, outbuildings (including any pet shelter), exterior finish, exterior color, and roof color, prior to commencement of construction or modification.

Section 2. Lawn Maintenance. Each Owner and Other Builder shall maintain his Lot and the improvements thereon in a neat, clean, and eye-pleasing condition which shall include the maintenance of the front lawn of his Lot. If a lawn is not properly maintained, the Declarant shall provide written notice to the Owner or Other Builder, and upon receipt of the notice, the Owner or Other Builder shall have 10 days to bring the lawn into compliance. The Declarant or its representatives, including, but not limited to a landscaping company or individual chosen by the Declarant, shall have the right to take actions necessary or convenient to accomplish the mowing of the front lawns of all Lots of Owners and Other Builders in the Subdivision which are not properly maintained by the Owner or the Builder of the Lot and to maintain the Entrance Areas of the Subdivision. This right shall include, without limitation, the right of ingress and egress on the Lot of the Owner or Other Builder to the extent reasonably necessary to accomplish this purpose, the right to remove or cause to be removed obstructions to said purpose and the right to require the cooperation of others, who have an interest therein, to not hinder those actions reasonably necessary to effect such purpose. Such Owner or Other Builder shall then be liable for any costs and charges incurred to have the lawn maintained.

Section 3. Rights of the Declarant. The right of the Declarant to correct any deficiency, remove any fence or mow the front lawn of an Owner's or Other Builders Lot shall in no way affect the

responsibility of an Owner or Other Builder to maintain his front lawn and remainder of his Lot in accordance with the provisions of this Declaration.

Section 4. The covenants and restrictions herein are in addition to any other restrictions or conditions imposed by the governmental authorities under their zoning ordinances and the specific conditions or approval as stated in zoning case # RZ-94-060 and RZ- 94-066

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Holders of the Land, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 3. Attorney Fees. The prevailing party in any dispute under this Declaration or in the enforcement of the obligations and covenants hereunder shall be entitled to the award of reasonable attorney fees and litigation expenses in addition to other damages.

Section 4. Amendment. The easements, covenants, conditions, and restrictions of this Declaration shall run with and bind the Land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument signed by seventy-five percent (75%) of the respective Holders of the Land. This Declaration may be amended during the first twenty (20) year period and thereafter by an instrument signed by not less than seventy-five percent (75%) of the respective Holders of the Land. The

EXHIBIT "A"

All that tract or parcel of land lying and being in Harrisburg GMD 257, Jackson County, Georgia, containing 68.164 acres, more or less, as shown on plat and survey of Venable & Associates, Inc., Surveyors, dated January 10, 2001, recorded in the Office of the Clerk of Superior Court of Jackson County, Georgia, in Plat Book 57, Page 106. For a more detailed description to said tract, reference is hereby made to said plat as recorded.
