



RESTRICTIVE COVENANTS OF TWELVE OAKS SUBDIVISION

WHEREAS, the undersigned, BILL OTTING, INC., is vested with all of the title and interest in and to the property shown on a plat of survey by Compton Surveying Inc., which is located in Land Lot 52 in the 8th District and 4th Section of Walker County, Georgia, and has been subdivided and is known as Twelve Oaks Subdivision as shown by a plat thereof recorded in Plat Book 13, Page 94, in the Office of the Clerk of the Superior Court of Walker County, Georgia, to which plat of record reference is here made for a more full and complete description;

WHEREAS, it is the plan of the Owner to devote all of said subdivision to residential purposes;

NOW THEREFORE, for the protection of the owners of lots of said estates, the undersigned, on behalf of the corporation, does hereby impose on all lots in Twelve Oaks Subdivision, the following Restrictive Covenants, which shall run with the land, to wit:

(1) PRIOR APPROVAL OF PLANS. No structure, boundary fence or wall or other structure shall be commenced, erected or placed on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the undersigned or its duly authorized representative provided, however, if the undersigned or their duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations not later than sixty (60) days after submission for approval, then such plans, specifications and locations shall be conclusively deemed to have reached the approval of the undersigned or their duly authorized representative.

(2) OVERALL PLANNING. The undersigned or their duly authorized representative shall have the right to disapprove any plans, specifications or locations which, in their opinion, are not suitable or desirable for aesthetic or other reasons, and in so passing upon such plans, specifications and locations, they shall have the right to require as many as four elevation drawings to scale together with topographic recordings of the site related to the road on which the land fronts and to take into consideration the suitability of the

proposed building or other structure and of the materials of which it is built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties.

(3) USE OF LOTS. The said lots shall be devoted exclusively to residential use, and no buildings shall be erected or maintained in the development, other than single-family residences. Outbuildings and detached garages must be built of the same construction as the one on the lot and painted the same color as the home. Specifically, it is provided that not one of said lots, or any part thereof, shall be used for a road right-of-way, and there shall be no provision for road right-of-way upon or across said lots, or any part of a lot unless specifically authorized in writing by the undersigned, who reserves the right and privilege of designation of any one or more lots, or parts of lots to be used for road right-of-way purposes, including a public street or road; and any party or parties purchasing lots in said subdivision are hereby charged with knowledge of such fact, and that lots may not be used for roadway without such authority. No public or private street or roadway shall be constructed on, through, or across any of said restricted boundaries on any of said lots or roadways or any existing easements within said development, except or unless the undersigned or its assignee(s) shall rearrange the boundaries of any of said lots and re-plat same in such a way as to provide for such street or roadway. The rights reserved with reference to said roadways are specifically reserved for the undersigned, their heirs, successors and assigns.

(4) USE OF LAND.

(a) No more than one (1) private dwelling shall be located on any lot. Private dwelling houses shall have a ground area of heated living area (exclusive of open porches, garages, eaves and steps) of at least 1600 square feet for a onestory structure. Any residence other than a one-story residence, for example a twostory structure shall have a total of not less than 900 square feet of heated living area in each level. Homes of one and one-half story construction must contain at least 1700 square feet of heated living area. Each dwelling house shall be designed for occupation by a single family and have a minimum roof pitch of 8/12. Mobile homes, modular homes, duplexes and apartments are prohibited. Basements, heated or unheated, shall be excluded in computing the minimum size requirements set forth herein. Each dwelling must have at least a two-car garage. The construction of carports is prohibited.

(b) No part of any lot shall be used for residential purposes, until first a completed dwelling house, including landscaping of grounds and lawn, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this paragraph being to prevent the use; thereon, of a garage, incomplete structure, basement, trailer, tent, or other structure as living quarters before or after the erection of a permanent dwelling.

(c) No building shall be located on any lot nearer than sixty (60) feet from the centerline of the street, and no building shall be located nearer than fifteen (15) feet to any interior lot line.

(d) Within twelve (12) months from the pouring of the concrete footings for the dwelling to be constructed on a lot, the construction of the dwelling must be completed and all driveways must be paved with concrete. The driveway and/or entrance for any lot during construction shall continuously be maintained with gravel until such time as the concrete driveway is poured and completed. All debris and excess materials must be cleaned up and removed from the building site within six (6) months from the beginning of construction of the house. Standard construction mesh netting shall be erected and maintained by the Builder/Owner during the construction phase to insure the prevention of soil erosion and run off upon other lots in the development. The owner of any lot upon which construction is commenced shall comply with all federal, state and local regulations regarding soil erosion and sedimentation control which shall include, but not be limited to silt fencing, straw matting or other measures deemed necessary by either the Declarant or any federal, state or local enforcement authority. Any erosion control measure shall comply with best management practices set forth in the soil erosion and Sedimentation Control Manual published by the State of Georgia. Any debris which is deposited on surrounding lots must be removed immediately. Any dirt, mud, stone, rock or debris deposited on the street or roadway must be removed immediately.

(e) Any damage done to the street or roadway by owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owners or contractor. Developer will endeavor to dedicate the roadway for the development to Walker County for public use and maintenance. In the event the dedication is not accepted the lot owners will share the expense and maintenance of the private roadway.

(f) Only quality materials and design will be acceptable on any structures built on any lot. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone. The foundation of all front porches or front stoops and steps must be of masonry construction. All mailboxes shall be constructed of brick or mountain stone and include at least one electric night light to serve as street lighting. Any other night lighting must be attached to the home or outbuilding however, ground lights to illuminate the home are acceptable.

(g) The undersigned shall have the right to alter, change, divide or subdivide any lot within the development, as they, in their sole discretion, may desire. Any two or more lots may be combined as one, in which event the set-back restrictions shall be construed as pertaining to the side lines and back lines of the two or more lots as combined. The undersigned also expressly reserves the right to replat the lots owned or retained by them from time to time.

(h) Streets may not be used for vehicle parking between the hours of 2:00 a.m. and 8:00 a.m.. At no time may the street be used on a regular basis for vehicle parking. Property cannot be used for maintenance of construction equipment such as trucks, tractors, dozers or other like equipment, except during the construction of the home. No truck larger than one ton in size may be parked or kept on any lot, except during the construction of the home. No motel homes can be kept on any lot and/or lots.

(i) No fences of any nature or construction shall be erected or maintained from the back line of the residence to the front line of the lot. Any other type fence erected in the back of the residence must first be approved by the undersigned before being erected. No chain link fencing will be allowed or approved.

(j) The undersigned reserves the right to mow the grass and weeds on any lot not built upon at the owner's expense. If the owner does not mow same. At no time shall any property owner allow the lawns on their respective lots get in a unrepresentable condition due to neglecting to maintain the landscaping thereon.

(k) No camper truck, camper van, motor home, camper trailer, boat, boat trailer, or other trailer shall be parked upon any street or road of the subdivision. In addition, the same shall not be parked on any subdivided lot (in any yard) within the subdivision for more than forty-eight (48) hours. No inoperable, unused or junked motor vehicle shall be parked or stored upon any portion of the property. No dismantling or major overhaul or repair of a motor vehicle (such as dismantling or removal of the engine or transmission or removal of the hood, any fender or any door) shall be performed upon any portion of the property. No school buses or tractor trailer vehicles will be allowed to be parked on any street and/or lot within the subdivision.

(l) Owners, of each subdivision lot, are to use the streets constructed for the subdivision for entering and exiting their property. The property owner shall not use any portion of their property to access a county road other than the designated driveway of a particular lot that by approved plan accesses a designated roadway within the subdivision.

(5) LANDSCAPING OF LOTS. The front and side yards of each lot are to have a sod type lawn, along with the side yard on corner lots, in connection with the construction of a dwelling on said lots. Flowering trees shall be a minimum of one (1) per lot, with a minimum of \$3,500.00 to be spent on shrubs and/or other landscaping beautification for said lots.

(6) PROHIBITION OF COMMERCIAL USE OR NUISANCE. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade or business or profession nor any occupation for profit or nonprofit shall be permitted upon any of the lots.

No nuisance shall be maintained upon any of the lots, and no horses, cattle, goats, sheep, swine, or other farm livestock, fowl or insects, including bee keeping, pit bulls, amphibians, and reptiles shall be allowed to remain upon said premises, neither shall any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of animals in the subdivision nor shall kennels be allowed in the subdivision. All pets shall be kept within fences in said subdivision.

(7) EASEMENTS. The lots shall be subject to permanent easements under, along and over the easements as shown on the master plan for the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with the natural drainage of surface water to the injury of other parties.

(8) SANITATION. Before any residence shall be occupied, the residence shall provide a private grinder pump sewage disposal system that accommodates the low pressure sewer system of the subdivision which shall be constructed and maintained in accordance with the sanitation code and specifications prescribed by Walker County, Georgia, and the State of Georgia. No person shall permit any burning of garbage on the property.

(9) OBNOXIOUS CONDUCT. No obnoxious or offensive activity shall be allowed on any lot; nor shall anything be done thereon which might be or become an annoyance or nuisance to the neighborhood. No liquor, beer, wine or other intoxicating or mind altering substances shall be sold or manufactured on the property.

(10) GROUNDS. The grounds of each lot, structures, shrubbery and lawn shall be kept in a clean, maintained and well-kept condition at all times. No signs, shrubbery or other plants shall be placed in such a manner that the same will be a sight barrier for persons entering any public road in the subdivision.

(11) SWIMMING POOLS. Swimming pools must be placed in such a manner as not to be located in the front yard. All swimming pools must be installed below ground and shall be enclosed by adequate fencing.

(12) DRYING OF CLOTHING, ETC. No clothing, bedding or draperies shall be exposed for airing or drying outside a dwelling on any lot in such a manner as to be visible from any public street or road or from any other lot. Any exterior clothes line or similar device must be expressly approved by the undersigned.

(13) DETACHED STRUCTURES. Any out building or other detached structures shall be constructed of materials compatible with the dwelling and the structure, if the structure is to be an out building, it must aesthetically coincide with the lot dwelling in such similarity, but not limited to, the foundation and roof pitch. Note: the addition of all detached building structures to any lots must be approved by the undersigned. No metal fabricated structures will be allowed on any lot.

(14) SATELLITE DISHES. No satellite dishes or external antennas which exceed .18 inches in diameter may be erected on any lot or home. All satellite dishes must be located at the rear of the homes.

(15) ELECTRIC/GAS. This subdivision is an all-electric subdivision and natural gas and propane gas may not be used for heating or cooking. Provided, that this restriction shall not apply to gas grills, gas logs, gas lanterns or gas ranges serviced by propane gas. Any propane tank shall be buried behind the front building set back line.

(16) RIGHT TO ABATE VIOLATIONS. If any owner at any time violates or attempts to violate any of the conditions, restrictions, agreements, reservations or easements herein provided or any subsequent modifications in restrictions, conditions, covenants, agreements or provisions, then any other owner or the undersigned may institute proceedings at law or in equity and may pursue any appropriate legal or equitable remedy against such offending owner or owners to prevent them from doing so or to recover damages for such violations or to obtain specific performance of these covenants.

(17) INCORPORATION OF LOCAL ORDINANCES. The undersigned hereby and herewith incorporates by reference the provisions, building codes and governing ordinances, as amended of Walker County, Georgia, within which jurisdiction the development is proposed, into and as a part of these restrictive covenants. If and in the event a conflict exist between these restrictive covenants and the governing ordinances of Walker County, Georgia, the county ordinances shall prevail.

(18) RIGHT TO ENFORCE. The provisions herein contained shall inure to the benefit of and be enforceable by: (a) the grantees in deed conveying land in said subdivision, their respective heirs, executors, administrators, successors or assigns; (b) any subsequent owner of any land in said subdivision; or (c) the undersigned or its duly authorized representative. The failure of any of the above enumerated persons or organization to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

(19) RIGHT TO ASSIGN. Any or all of the rights, powers, duties and obligations which are herein assumed by or reserved or given to the owner or the undersigned may be assigned and transferred to a homeowners' association at such time as the undersigned shall determine. Upon such assignment or transfer, the assignor or

transferor and their successors and assigns, or the undersigned (as the case may be) shall thereupon be released from all rights, powers, duties and obligations in this instrument reserved or given to and assumed by the owner, their successors or assigns, or the undersigned.

(20) RIGHT OF RESERVATION. The undersigned reserves the right at any time to modify or change setback restrictions with respect to any lot in the event of a minor violation of the same caused by inadvertence or by the irregular shape of any lot, and a statement of modification contained in any instrument duly acknowledged and recorded shall be conclusive and binding upon all parties that the violation is minor in nature and caused by inadvertence or was necessitated by the irregular shape of the particular lot and that the new set-back restrictions contained in such instrument are controlling for that particular lot over any contrary set-back provisions contained in this instrument. Such modification or change shall be applicable only to the specific lot or lots designated in such instrument.

(21) RIGHT OF MODIFICATION/APPOINTMENT OF AUTHORIZED REPRESENTATIVE. The undersigned hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in this instrument as to any lot or lots of said subdivision. The undersigned hereby expressly appoints, authorizes and delegates David Otting, individually in his capacity as primary developer of said subdivision, as his authorized representative at this time. The appointment can be changed by the undersigned at any time he or his heirs or assigns shall so choose.

(22) SIGNS ON LOTS. No sign of any kind shall be displayed to the public view on any lot except two professional signs of not more than five (5) square feet advertising the property for sale, or signs used by the developer to advertise the property during the construction or sale period.

(23) SUBDIVISION ENTRANCE SIGN. Each lot owner agrees to bear an equal share of the costs of maintenance of the subdivision entrance sign.

(24) Water and Sewer. Purchasers, of each subdivision lot, are to pay any and all costs associated with city and/or county utility fees, such as, but not limited to, the utility deposits, tap and/or connection fees, R & D fees, and meter fees, for such service.

(25) UTILITY LINES. All utility lines, including electric, gas, water, satellite dish and telephone lines, not installed by the original developer of the subdivision on any of said lots, will be buried underground unless prior written approval for other methods of installation is obtained from the undersigned, in their sole discretion.

(26) DURATION. Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

(27) WAIVER. No provision of this Declaration shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

(28) SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

WITNESS the hand and seal of the undersigned, this 27th day
of June, 2006.

BILL OTTING, INC.

BY: [Signature]
PRESIDENT

ATTEST: [Signature]
SECRETARY

Signed, sealed and delivered
In the presence of:

[Signature]
UNOFFICIAL WITNESS

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

