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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

"DEER GLEN SUBDIVISION"

This DECLARATION OF COVENANTS AND RESTRICTIONS is made this 15th day of January, 1988, by:

EMORY LEE COLE and CAMP CREEK DEVELOPMENT CORPORATION,

hereinafter jointly referred to as the "DECLARANT".

WHEREAS, Declarant is the owner of:

All that tract and parcel of land lying and being in Land Lots 154, 167 and 168 of the 10th Land District of Carroll County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners;

NOW THEREFORE, Declarant declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

LAND USE AND BUILDING TYPE

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and the following accessory building: a) private garage for not more than two cars b) a shed of no more than 100 square feet.

DWELLING COST, QUALITY, AND SIZE

2. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that produced within Carroll County, Georgia on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling. Dwellings of more than one story shall not have less than 1500 square feet of finished floor space. Basements shall not be considered as part of minimum required floor space unless finished for use as living area.

BUILDING LOCATION

3.(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat in Plat Book 33, Page 37 of the Public Land Records of Carroll County, Georgia.

(b) Without the express written approval of the Architectural Control Committee no building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.

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(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of a building, provided, however, that no portion of a building on a lot may encroach upon another lot.

WAIVER OF LOT LINE RESTRICTIONS

4.(a) The Architectural Control Committee may grant an exception or variance to the restrictions set out in Section 3(b) as may be required on Lots 41, 45, 46, 18 and 23.

(b) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street or interior lot line or rear lot line than provided above, where the natural elevation of the lot along the established minimum building setback line is more than either 6 feet above or 4 feet below the established roadway level along the abutting street and where in the opinion of the committee the location and architectural design of the proposed garage will not detract materially from the appearance and value of other properties.

EASEMENTS

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and the 5 feet along any interior lot line. No structure, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

NUISANCES

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

7. No structure of a temporary character, trailer, basements, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

SIGNS

8. No sign of any kind shall be displayed to the public view on any lot except one sign, no larger than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.

OIL AND MINING OPERATIONS

9. No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.

LIVESTOCK AND POULTRY

10. No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purposes. No such animal shall be allowed to

make an unreasonable amount of noise or otherwise to become a nuisance. All pets shall be licensed and controlled in accordance with state and local governmental ordinances.

The Committee shall determine in its sole discretion whether, for purposes of this paragraph, a particular animal shall be considered a house pet, a nuisance, or whether the number of any animals on the property is reasonable.

GARBAGE AND REFUSE DISPOSAL

11. No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or the equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WATER SUPPLY

12. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of The Carroll County Health Department. Approval of the system as installed shall be obtained from The Carroll County Health Department.

SEWAGE DISPOSAL

13. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of The Carroll County Health Department. Approval of the system as installed shall be obtained from the proper authorities prior to use.

PROTECTIVE SCREENING

14. Plants, fences, or walls shall be maintained by the owners of the lots, at their own expense, to form a screen for the protection of the residential area.

SIGHT DISTANCE AT INTERSECTIONS

15. No fence, wall, hedge, or shrub that obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sightline limitations shall apply on any lot with 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the specified distances of the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

TRAILERS, MOBILE HOMES

16. No mobile home, trailer of any kind, tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired on the property provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvements approved by the Committee. Provided, however, that property owners may without prior approval of the Architectural Control Committee, store, and maintain on their property, recreational vehicles, travel trailers and boats belonging to tenants and owners as long as said vehicles and boats are parked in an area to the rear of, or alongside of the principal residence or in a garage or building built and approved by the Committee for such purpose.

LAND NEAR PARKS AND WATER COURSES

17. No building shall be erected on any lot nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed closer, provided that the natural water course is not altered or blocked by the fill.

ARCHITECTURAL CONTROL

18. No building shall be erected or altered on any lot until the construction plans have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No trees in excess of 8 inches in diameter at a height of three feet from the ground shall be cut or removed without express approval of the Committee.

Notwithstanding the square footage requirements set out in Paragraph 2 hereof the Architectural Control Committee may in its discretion grant authority to build a home having less than 1200 square feet, if in the opinion of the Committee the plans and specifications for the proposed home show the home to be unique in design or of a character and quality desired by the Committee in the subdivision. Any variance allowing the construction of a home having less than the minimum footage must be in writing and signed by a duly authorized officer or representative of the Committee.

ARCHITECTURAL CONTROL COMMITTEE

19. The Architectural Control Committee shall initially be composed of two members, same being, EMORY LEE COLE and BRAD K. COLE. After construction has commenced in subdivision, Declarant may, but is not required to, appoint a committee composed of 3 members. If such a committee is appointed, a majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to each of the other members. Resignation is effective on the date notice is delivered. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Upon sale of all lots, the then current record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to change or restore to it any of its powers and duties.

COMMITTEE PROCEDURES

20. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee fails to approve or disapprove any plans and specifications within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion, approval will not be required and the related covenants shall be deemed to have been fully complied with. All houses must be completed in accordance with the approved plans prior to occupancy.

TERM

21. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. After twenty (20) years, these covenants shall be

automatically extended for two (2) successive periods of ten (10) years each unless a majority of the then current owners of the lots sign and record an instrument revoking, or altering these covenants in whole or in part.

ENFORCEMENT

22. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant. Said proceedings may be instituted by any person or other entity owning or occupying any property within the subdivision.

SEVERABILITY

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

NUISANCES

24. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the property and no odors shall be permitted to arise so as to render any portion of the property unsanitary or unsightly, offensive or detrimental to any other property or to occupants thereof. No exterior speakers, horns, whistles, or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on the premises.

REPAIR OF BUILDINGS

25. No dwelling unit or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specification established by the Committee.

RIGHT OF ENTRY

26. During reasonable hours Declarant and any member of the Committee or any authorized representative of either of them shall have the right to enter upon property and inspect any dwelling unit or improvement on the property and for the purpose of ascertaining whether or not the provisions of this declaration have been or are being complied with and such persons shall not be deemed guilty of trespassing by reason of such entry. Declarant agrees that reasonable notice shall be given prior to any such inspection and further agrees that inspection of dwelling units shall be made only in the event that the external conditions indicate that a violation of the covenants contained herein has taken place.

WATER DRAINAGE

27. Each lot owner shall be responsible for the proper water drainage of his own lot.

MOTOR VEHICLES

28. No parking shall be allowed on any street of this subdivision. Individual lot owners shall provide parking on their own lots. No inoperative motor vehicle shall be allowed to remain on any lot for more than sixty days.

CONSTRUCTIVE NOTICE AND ACCEPTANCE

29. Each person who now or hereafter owns or acquires any rights, title or estate in any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein.

These covenants control all property and property rights of succeeding owners, whether referred to in the muniments of title of succeeding owners or not.

EASEMENTS

30. Easements for utilities, sewage, water, etc., for utility service to each lot are to be granted at logical locations by any successor in title to any portion of this property subject only to approval by the Architectural Control Committee; such easements are to be so located as not to interfere with existing or proposed permanent improvements such as homes.

ROADS

31. No roads shall be constructed in the subdivision other than as set out on the recorded plat of the subdivision. No lot shall be used for purposes of ingress or egress to any other lot and no lot shall be converted or used for purpose of building a road, with the exception that Declarant may as required convert all or portion of Lots 11 and 12 as needed to construct road from subdivision to Mt. Zion Road.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the date and year first above written.

DECLARANT: EMORY LEE COLE & CAMP CREEK DEVELOPMENT CORPORATION

Emory Lee Cole
EMORY LEE COLE

CAMP CREEK DEVELOPMENT CORPORATION

BY: *Brad K. Cole*
BRAD K. COLE, President

ATTEST: *Melissa M. Cole*
MELISSA M. COLE, Secretary

AS TO ALL ABOVE SIGNED PARTIES Signed, sealed and witnessed in the presence of:

George C. Copeland
WITNESS
NOTARY
GEORGE C. COPELAND
Notary Public
Notary Commission Expires 7/3/90

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

"HARPERS CROSSING SUBDIVISION"

This FIRST REVISION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HARPERS CROSSING SUBDIVISION formerly known as DEER GLEN SUBDIVISION is made this 14th day of October, 1988.

WHEREAS, original Declaration of Covenants and Restrictions for DEER GLEN Subdivision were filed of record on the 15th day of January, 1988, recorded in Deed Book 585, page 40, Public Land Records of Carroll County, Georgia, and

WHEREAS, DEER GLEN Subdivision was sold in its entirety prior to sale of any individual lot or lots to T. Douglas Jones, and

WHEREAS, T. Douglas Jones (hereinafter referred to as "Declarant") is the sole owner of:

All that tract and parcel of land lying and being in Land Lots 154, 167 and 168 of the 10th Land District of Carroll County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein.

WHEREAS, Declarant, prior to sale of any lots therein, proposes to change the name of the subdivision from "DEER GLEN" to "HARPERS CROSSING", and;

WHEREAS, T. Douglas Jones intends to develop HARPERS CROSSING Subdivision in accordance with the original Covenants and Restrictions referenced above, as supplemented, amended and revised by this First Revision to said Covenants and Restrictions,

NOW, THEREFORE, T. Douglas Jones, as "Declarant" in this First Revision does hereby declare that the real property contained within the bounds of HARPERS CROSSING Subdivision, previously known as DEER GLEN subdivision as shown on that certain recorded subdivision plat recorded in Plat Book 33, page 37, Public Land Records of Carroll County, Georgia, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the original Covenants and Restrictions as supplemented, amended and revised by this First Revision.

The original Covenants and Restrictions shall be supplemented, amended and revised as follows:

LAND USE AND BUILDING TYPE

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and the following accessory building: a) private garage for not more than two cars b) a shed of no more than 100 square feet. No lot shall be resubdivided nor a part thereof sold separately without the approval of the Architectural Control Committee. The premises shall not be used or occupied by other than a single family and shall not be used for other than residential use, except that no more than one room in any residence may be used by the owner for professional purposes incidental to his or her practice of his or her profession elsewhere, but this does not sanction the use of any room for a trade or business of any kind.

DWELLING COST, QUALITY, AND SIZE

2. (a) All dwellings shall be of a quality of workmanship and materials substantially the same or better than that produced within Carroll County, Georgia on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling. Dwellings of more than one story shall not have less than 1500 square feet of finished floor space. Basements shall not be considered as part of minimum required floor space unless finished for use as living area.

(b) It is declared to be desirable that outbuildings or attached storage sheds be kept to a minimum and that lot owners plan to include adequate basement or other storage facilities which are an integral part of the main dwelling building or garage building, so as to eliminate the need for outbuildings or attached storage shed. In any event, no outbuilding or storage facility, dog house or similar structure shall be constructed on any lot within HARPERS CROSSING Subdivision, unless it has exterior covering the same or substantially the same as the exterior covering of the main dwelling and screened from any street or HARPERS CROSSING Amenity, unless otherwise approved by the Architectural Control Committee.

BUILDING LOCATION

3.(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat in Plat Book 33 . Page 37 of the Public Land Records of Carroll County, Georgia.

(b) Without the express written approval of the Architectural Control Committee no dwelling or other building shall be located nearer than 15 feet to any interior lot line to include rear lot line.

(c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of a building, provided, however, that no portion of a building on a lot may encroach upon another lot.

WAIVER OF LOT LINE RESTRICTIONS

4.(a) The Architectural Control Committee may grant an exception or variance to the restrictions set out in Section 3(b) as may be required on Lots Number 41, 45, 46, 18 and 23.

(b) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street or interior lot line or rear lot line than provided above, where the natural elevation of the lot along the established minimum building setback line is more than either 8 feet above or 4 feet below the established roadway level along the abutting street and where in the opinion of the committee the location and architectural design of the proposed garage will not detract materially from the appearance and value of other properties.

UTILITY EASEMENTS

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot and the 5 feet along any interior lot line. No structure, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

NUISANCES

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES

7. No temporary building or other improvement or other improvements of a temporary nature including trailers, basements or tents, shacks or portable building shall be permitted on the property. Temporary improvements or trailers used solely in connection with the construction of permanent improvements may be permitted, provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.

SIGNS

8. No sign of any character shall be displayed or placed upon any part of the property, except "For Sale" signs referring only to the premises on which displayed and not to exceed 4 square feet in size and one sign to a property and well designed signs constructed and placed by Developer at the entrance to the property.

OIL AND MINING OPERATIONS

9. No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.

LIVESTOCK AND POULTRY

10. No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purposes. No such animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. All pets shall be licensed and controlled in accordance with state and local governmental ordinances.

The Committee shall determine in its sole discretion whether, for purposes of this paragraph, a particular animal shall be considered a house pet, a nuisance, or whether the number of any animals on the property is reasonable.

GARBAGE AND REFUSE DISPOSAL

11. No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or the equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each residence shall provide suitable garbage receptacles for household garbage only, which garbage receptacles shall, except to facilitate pick-up, be screened from view from any street and adjoining lot.

WATER SUPPLY

12. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of The Carroll County Health Department. Approval of the system as installed shall be obtained from The Carroll County Health Department.

SEWAGE DISPOSAL

13. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of The Carroll County Health Department. Approval of the system as installed shall be obtained from the proper authorities prior to use.

PROTECTIVE SCREENING

14. All fences must be approved by the Architectural Control Committee and, unless an integral part of the house and constructed of compatible material with that of the house, shall, unless approved by the Architectural Control Committee, be constructed in the rear of the dwelling and constructed of chain link or wood. Plants, fences, or walls shall be maintained by the owners of the lots, at their own expense, to form a screen for the protection of the residential area.

SIGHT DISTANCE AT INTERSECTIONS

15. No fence, wall, hedge, or shrub that obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sightline limitations shall apply on any lot with 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the specified distances of the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines.

TRAILERS, MOBILE HOMES

16. No mobile home, trailer of any kind, tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired on the property provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvements approved by the Committee. Provided, however, that property owners may without prior approval of the Architectural Control Committee, store, and maintain on their property, recreational vehicles, travel trailers and boats belonging to tenants and owners as long as said vehicles and boats are parked in an area to the rear of, or alongside of the principal residence or in a garage or building built and approved by the Committee for such purpose.

LAND NEAR PARKS AND WATER COURSES

17. No building shall be erected on any lot nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed closer, provided that the natural water course is not altered or blocked by the fill.

ARCHITECTURAL CONTROL

18. No building shall be erected or altered on any lot until the construction plans have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. No trees in excess of 8 inches in diameter at a height of three feet from the ground shall be

cut or removed without express approval of the Committee. All mailboxes and supporting posts within the subdivision are to be of a uniform design. No mailboxes are to be erected prior to approval of the Architectural Control Committee.

Notwithstanding the square footage requirements set out in Paragraph 2 hereof the Architectural Control Committee may in its discretion grant authority to build a home having less than 1400 square feet, if in the opinion of the Committee the plans and specifications for the proposed home show the home to be unique in design or of a character and quality desired by the Committee in the subdivision. Any variance allowing the construction of a home having less than the minimum footage must be in writing and signed by a duly authorized officer or representative of the Committee.

ARCHITECTURAL CONTROL COMMITTEE

19. The Architectural Control Committee shall initially be composed of one member, same being, T. DOUGLAS JONES. After construction has commenced in subdivision, Declarant may, but is not required to, appoint a committee composed of 3 members. If such a committee is appointed, a majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to each of the other members. Resignation is effective on the date notice is delivered. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Upon sale of all lots, the then current record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to change or restore to it any of its powers and duties.

COMMITTEE PROCEDURES

20. The committee's approval or disapproval as required in these covenants shall be in writing. If the committee fails to approve or disapprove any plans and specifications within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion, approval will not be required and the related covenants shall be deemed to have been fully complied with. All houses must be completed in accordance with the approved plans prior to occupancy.

TERM

21. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. After twenty (20) years, these covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless a majority of the then current owners of the lots sign and record an instrument revoking, or altering these covenants in whole or in part.

ENFORCEMENT

22. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant. Said proceedings may be instituted by any person or other entity owning or occupying any property within the subdivision.

SEVERABILITY

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

NUISANCES

24. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the property and no odors shall be permitted to arise so as to render any portion of the property unsanitary or unsightly, offensive or detrimental to any other property or to occupants thereof. No exterior speakers, horns, whistles, or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on the premises.

REPAIR OF BUILDINGS

25. No dwelling unit or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specification established by the Committee.

RIGHT OF ENTRY

26. During reasonable hours Declarant and any member of the Committee or any authorized representative of either of them shall have the right to enter upon property and inspect any dwelling unit or improvement on the property and for the purpose of ascertaining whether or not the provisions of this declaration have been or are being complied with and such persons shall not be deemed guilty of trespassing by reason of such entry. Declarant agrees that reasonable notice shall be given prior to any such inspection and further agrees that inspection of dwelling units shall be made only in the event that the external conditions indicate that a violation of the covenants contained herein has taken place.

WATER DRAINAGE

27. Each lot owner shall be responsible for the proper water drainage of his own lot.

MOTOR VEHICLES

28. No parking shall be allowed on any street of this subdivision. Individual lot owners shall provide parking on their own lots. No inoperative motor vehicle shall be allowed to remain on any lot for more than sixty days.

CONSTRUCTIVE NOTICE AND ACCEPTANCE

29. Each person who now or hereafter owns or acquires any rights, title or estate in any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein. These covenants control all property and property rights of succeeding owners, whether referred to in the muniments of title of succeeding owners or not.

ROADS

30. No roads shall be constructed in the subdivision other than as set out on the recorded plat of the subdivision. No lot shall be used for purposes of ingress or egress to any other lot, and no lot shall be converted or used for purpose of building a road.

NO TRADE, ETC.

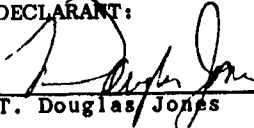
31. No occupation, profession, trade or other non-residential use shall be conducted in any dwelling unit or on any lot, except professions as provided in paragraph 1 above.

CLOTHES LINES

32. Clothes lines shall be so located to the rear of the dwelling as not to be visible from any adjoining street, unless otherwise approved by the Architectural Control Committee.

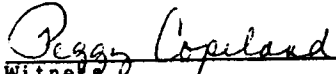
WHEREFORE, Declarant has executed this Declaration of Restrictions on the date and year first above written.

DECLARANT:



T. Douglas Jones

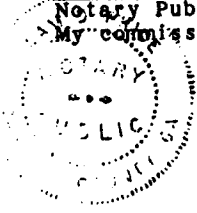
Signed, sealed and witnessed
in the presence of:



Witness



Notary Public
My commission expires MY COMMISSION EXPIRES AUG. 31, 1992



All that tract or parcel of property lying and being in Land Lots 154, 167 and 188 of the 10th Land District of Carroll County, Georgia, and being more particularly described as follows:
 BEGINNING at an iron pin marking the intersection of the west land lot line of Land Lot 167 and the southerly right of way of Harper Road (said pin located 46 feet from centerline of said road); thence running along the southerly right of way of Harper Road North 57 degrees 35 minutes 28 seconds East 55 feet to an iron pin; thence running South 87 degrees 54 minutes 45 seconds East 633.25 feet to an iron pin; thence running South 09 degrees 44 minutes 40 seconds West 201.80 feet to a point; thence running South 87 degrees 54 minutes 45 seconds East 50.45 feet to a point; thence running North 09 degrees 44 minutes 40 seconds East 201.80 feet to a point; thence running South 87 degrees 54 minutes 45 seconds East 408.9 feet to an iron pin; thence running South 01 degree 24 minutes 35 seconds West 659.86 feet to an iron pin; thence running South 05 degrees 52 minutes 04 seconds West 110.06 feet to an iron pin; thence running South 88 degrees 09 minutes 48 seconds East 95.62 feet to an iron pin; thence running South 01 degrees 48 minutes 42 seconds West 99.55 feet to an iron pin; thence running South 88 degrees 09 minutes 48 seconds East 203.29 feet to an iron pin on the westerly right of way of Plowshare Road; thence running along the westerly right of way of Plowshare Road the following courses and distances: South 05 degrees 20 minutes 07 seconds West 116.86 feet; South 03 degrees 55 minutes 53 seconds West 111.83 feet; South 02 degrees 05 minutes 28 seconds West 115.89 feet; South 01 degrees 27 minutes 55 seconds West 111.29 feet to a point; thence leaving said right of way South 88 degrees 39 minutes 53 seconds West 752.60 feet to a point; thence running North 28 degrees 43 minutes 05 seconds West 886.6 feet to an iron pin; thence running South 50 degrees 31 minutes 35 seconds West 213.18 feet to an iron pin; thence running North 31 degrees 55 minutes 08 seconds West 122.59 feet to an iron pin; thence running North 02 degrees 20 minutes 55 seconds East 75 feet to an iron pin; thence running North 30 degrees 52 minutes 49 seconds West 381.96 feet to an iron pin; thence running North 45 degrees 46 minutes 47 seconds East 304.46 feet back to the Point of Beginning.

Reference is made to that certain survey entitled "Deer Glen Subdivision" prepared by Robert P. Briggs, Georgia Registered Land Surveyor No. 2116, dated June 24, 1987, revised January 6, 1988, and recorded in Plat Book 33, page 37, Public Land Records of Carroll County, Georgia. The above described property is all of the property shown on said plat, with the exceptions of Tract A lying on the south side of the subdivision, Tract B lying on the west side of the subdivision and a 50.45 foot strip of property lying on the north side of the subdivision previously conveyed to Oscar Norton.

"EXHIBIT A"

OCT 18 1988

RECORDED
 KENNETH SKINNER, CLERK