

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR POOLE'S MILL ESTATES

THIS Declaration of Covenants, Restrictions, and Easements for Poole's Mill Estates is made this 15th day of March, 1995 by Peach State Property & Development, Inc, a corporation (hereinafter referred to as "Declarant").

CLERK, AFTER RECORDING, RETURN DOCUMENTS TO: KIM BELLENS, EQC

WITNESSETH

BELLENS & WARREN
P.O. BOX 2240

WOODSTOCK, GA 30100-1377

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Submitted Property"); and

WHEREAS Declarant intends to develop on the Submitted Property a subdivision to be known as "Poole's Mill Estates" (hereinafter referred to as the "Subdivision"); and

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW THEREFORE, Declarant hereby declares that the Submitted Property, and such portions of the "Annexation Property" as Declarant hereafter elects from time to time to make subject hereto, shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, conditions, and restrictions, all of which are in furtherance of a plan for subdivision, improvements and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The covenants, conditions, and restrictions set forth herein shall run with the land and shall be binding on all parties having or acquiring the right, title or interest therein or thereto, and shall, subject to the limitations hereinafter provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors and assigns.

ARTICLE I

1.1 Dwellings located on lots shall have a minimum heated living area of 2,000 square feet exclusive of garages, carports, porches, terraces, and basements (even if finished). No home shall be greater than three (3) stories with a minimum ceiling height of eight (8) feet per floor. Only on-site frame built homes will be allowed. Premanufactured housing of any kind will absolutely be prohibited.

1.2 No livestock, insects, or poultry shall be kept or maintained on any lot, except customary household pets and horses.

1.3 All lots shall be used for single-family homes only. No temporary house, trailer, garage, shack and/or tent shall be erected for business and/or commercial purposes or any activities that may be deemed an annoyance or nuisance to the community.

1.4 No lumber, metals, or bulk materials may be stored on property, except as needed for usual maintenance of a private residence. Said materials must be stored in such a manner not to be seen from adjacent, surrounding, and neighboring property. No refuse and/or trash shall be kept, stored, or allowed to accumulate

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on any lot, except building materials during the course of construction of any approved structure. No junk vehicles allowed.

1.5 No lot shall be used for the purpose of boring, mining, quarrying, exploring or removing oil or other hydrocarbons, minerals, gravel, or earth.

1.6 No outdoor clothes lines or window air conditioners will be permitted. No machinery shall be placed or operated upon any lot except landscape and customary farm equipment usual in maintenance of a private residence.

1.7 Any structure, house, or barn must be finished within 18 months from permit date or start of construction.

1.8 No lot shall be re-subdivided to create a lot less than two (2) acres.

ARTICLE II

The Annexation Property may be annexed to the Subdivision by the Declarant without the consent of the Owners at any time. Such annexation shall be accomplished by filing in the Office of the Clerk of the Superior Court of Forsyth County a plat describing the real property to be annexed to the Subdivision and by including on such plat a statement that expressly sets forth the Declarant's intention to subject such annexed real property to the provisions of this Declaration. No other real property may be annexed to the Subdivision unless such annexation is approved by a Two-Thirds Vote.

ARTICLE III

3.1 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

3.2 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

3.3 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning and interpretation of the contents of this Declaration.

3.4 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

3.5 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the Architectural Control Committee, an Owner, or any other person, shall be in writing. All such notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents shall be in writing and shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, at the addresses set forth below:

Declarant: Peach State Property & Development, Inc.
2111 Etowah River Road
Dawsonville, Georgia 30534