



in Plat Book E2017. Slide\_\_\_, Pages 0271-0274, reference being made to said plat for a more particular description of said lots.

and,

WHEREAS, the Developer desires to develop on said property a residential subdivision hereinafter referred to as "WEST FORREST SUBDIVISION", and has deemed it desirable for the preservation of the value of said property to create an organization to which shall be delegated and assigned as hereinafter set forth the power of maintaining and administering the community property and of enforcing the terms and provisions hereinafter set forth in this Declaration, and also to perform any other functions that maybe desirable to improve the enjoyment of living in WEST FORREST SUBDIVISION; and

WHEREAS, the Developer had caused the Association to be incorporated under the laws of the State of Georgia for the purposes of exercising the powers and functions aforesaid; and

WHEREAS, it is to the interest, benefit and advantage of the Developer, the Association, and to each and every person who shall hereafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations, and servitudes be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer, the Association, and each and every subsequent owner of any of the lots of said subdivision, the Developers do hereby set up, establish, promulgate

and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter:

#### ARTICLE I

##### RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

###### 1. Size of Structures:

All of the above described lots shall be used for residential purposes only for the erection of one detached single-family dwelling, not exceeding two stories in height. In determining whether a house exceeds two stories in height, a basement or an attic will not be counted as a story. In approving any two story, one and one-half story, or split level structure, the Architectural Control Committee, as hereinafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally smaller than is customary in residences of its type. Recognizing that the size of the dwelling alone is not the sole factor to consider regarding the quality of homes in WEST FORREST SUBDIVISION, the Architectural Control Committee shall not be bound by a requirement of a minimum living area or other features for residences to be constructed in WEST FORREST SUBDIVISION other than may be set forth in applicable land development regulations promulgated by the City of Harlem or other applicable governmental authority. Improvements to be constructed in WEST FORREST SUBDIVISION shall be of good taste, high quality, both as to workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings. Notwithstanding the above, no residence shall be constructed containing less than 1,800 square feet of heated area nor constructed with vinyl siding.

2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited:

No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

3. Altering Lot Boundaries:

No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the City of Harlem or Columbia County, Georgia, except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself, its successors and assigns, the right to replat and change the boundary lines or subdivide any lot or lots owned by it in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, right-of-ways, and other amenities to conform to the new boundaries of said replatted lots; provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first recorded plat showing the lot to be altered. The provisions of this paragraph shall not prohibit the combining of two (2) more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot:

It is the intention of the Developer that the Architectural Control Committee allow the construction of structures to be erected on any lot in WEST FORREST SUBDIVISION in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of WEST FORREST SUBDIVISION. The Architectural Control Committee shall be vested with full discretion as to the location of such structures, as set forth in Article II hereof. However, no building of any kind or character shall be erected within twenty (20') feet of the right-of-way of any road in WEST FORREST SUBDIVISION or within twenty-five (25') feet of any rear boundary line, or within ten (10') feet of any side lot line, unless otherwise approved by the City of Harlem or Columbia County, Georgia and the Architectural Control Committee. If any of the aforementioned lots is subdivided or enlarged pursuant to the provisions of Paragraph 3 of Article I hereof, rear and side line restrictions shall be applicable only to the rear and side lines of the lot as altered or resubdivided.

5. Main Dwelling Built First:

No building or structure shall be constructed prior to construction of the main dwelling on the lot. The provisions of this Declaration shall not prohibit the Developer from using a house or other dwelling unit constructed on lots as models.

6. Zoning Restrictions:

Applicable zoning ordinances, restrictions and regulations of the City of Harlem, Columbia County, Georgia and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

## ARTICLE II

## ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.:

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in WEST FORREST SUBDIVISION, together with such further powers as may hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to build, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main

building. Building plans and specification submitted to the ACC shall include (but not be limited to) the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plans showing locations and orientations of buildings on the lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show driveways, service courts or areas, parking, fencing, or any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor.

2. Completion of Construction Within One Year:

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity.

3. Fences and Hedges:

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot or area if the location of such structure obstructs the vision of the motorists on any adjacent street or land and creates a traffic hazard. No fence, wall, hedge, or similar structure on any lot shall be constructed or maintained which is either more than six (6') feet in height or higher than that allowed by ordinance currently enforced by the City of Harlem or Columbia County, whichever is less, or which is nearer the street boundary line of the lot than the front line of the main residential building as extended to the side lot lines.

Nevertheless, low decorative walls or hedges may be erected beyond the front line of the main residential structure with the written approval of the ACC. Allowed fencing materials shall include pressure-treated pine in shadow box design or ornamental black metal. Painting of such fencing shall require the prior written approval of the ACC.

4. Membership in the Architectural Control Committee:

Membership in the ACC shall be solely by appointment of the Developer until one hundred (100%) percent of the lots which are now or may hereafter be made subject to these Declarations shall have been improved by the construction of a residential building.

ARTICLE III

LAND USE RESTRICTIONS

1. Animals:

No poultry, swine, cows, goats, horses, mules or other farm animals or fowls or bait farm shall be maintained on any lot. No more than two (2) cats, dogs or similar domestic pets may be kept on any lot except with the written permission of the ACC.

2. Vegetable Gardens:

No vegetable garden may be planted on a lot except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side lot lines.

3. Screened Areas for Unsightly Items:

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects may

be maintained except in screened areas which conceal them from view from streets and adjacent portions of the subject property. Plans for such screened areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located completely underground.

4. No Dumping or Rubbish:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers screened from view, as provided in Paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his lot which tend substantially to detract from the beauty of the subject land as a whole or his lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any lot.

5. Trailers and Mobile Homes:

No parking of trailers or mobile homes shall be permitted on the streets, lots or other portions of WEST FORREST SUBDIVISION except during construction. Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, boats and boat trailers not over twenty-five (25') feet in length may be kept on a lot if parked in a screened area at all times. Special exception to this restriction may be granted an owner provided prior written permission from the ACC and all the owners of contiguous lots is obtained, and such campers, motorcycles, motorbikes, motor homes, vans, travel trailers, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent lot.

6. Hobbies:

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot.

7. Driveway and Walks:

No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material, such as asphalt or exposed aggregate which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such manner that a hazardous condition is not created.

8. Noxious or Offensive Activity:

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to WEST FORREST SUBDIVISION residents. There shall not be maintained on any lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of such a nature as may diminish or destroy the enjoyment of other portions of WEST FORREST SUBDIVISION.

9. Signs:

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of WEST FORREST SUBDIVISION by anyone including, but not limited to, an owner, a realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color and content of such a sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one (1) usual "For Sale" realtor sign may be erected during the sales period without the permission of the Association.

A mail kiosk center has been or will be constructed within WEST FORREST SUBDIVISION for use by all owners.

10. No Interference with Streams:

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond on the subject property without first obtaining the written consent of the ACC and the Developer.

11. Use of Ponds and Streams:

No owner, whether or not his property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in or to the lakes, ponds, streams or creeks within WEST FORREST SUBDIVISION or the beds, waters or surfaces thereof.

ARTICLE IV

RESERVATIONS OF EASEMENTS

1. Easements:

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developers for the benefit of the City of Harlem or Columbia County, Georgia, as appropriate, over all areas designated or described as easements upon the aforesaid plat of WEST FORREST SUBDIVISION. A ten (10') foot drainage and utility easement is reserved on each rear lot line and a ten (10') drainage and utility easement is reserved on each side lot line. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

#### ARTICLE V

#### MEMBERSHIP IN THE ASSOCIATION AND

#### VOTING RIGHTS OF ITS MEMBERS

##### 1. Membership:

All owners of a single-family residential building lot or lots in WEST FORREST SUBDIVISION shall thereby become members of the Association for so long as such ownership continues. Provided, however, that no person or corporation in taking title as security for the payment of money or for the performances of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: ownership of any such lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of

occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot.

The Developer shall be a member of the Association so long as it is the owner of one or more residential lots as shown on the aforesaid plat, or any additional lots made subject to these Declarations under Article IX hereof.

Members of the Association shall consist of two classes, Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charger or bylaws of the Association and as hereinafter set forth, to wit:

- (a) Class A members shall initially consist of the Developer, who shall be entitled to voting privileges, in the amount of one (1) vote for each residential lot owned by them in WEST FORREST SUBDIVISION or in additional real estate made subject to these Declarations pursuant to Article IX hereof.
- (b) Class B members shall consist of all other owners of residential lots in WEST FORREST SUBDIVISION other than the Developer. Class B members shall not have voting privileges until the Developer in its sole discretion shall so designate or until the Developer shall have conveyed one hundred (100%) percent of the residential lots as shown on the aforementioned plat and upon the plat or plats of lots composing such additional real estate made subject to these Declarations pursuant to Article IX hereof, whichever occurs first, at which time Class B members shall automatically become Class A

members. In the event that a Class B member shall own more than one contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of these Declarations, provided said residences is partially physically located on each such contiguous lot. A corporation owning one or more lots in WEST FORREST SUBDIVISION shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

2. Duties of the Association:

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary, in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances to and medians and street islands of WEST FORREST SUBDIVISION. In addition, the Association shall also repair and maintain all entrance walls of said subdivision located in the easement areas and right-of-ways thereof. The Association may, in its discretion, have the additional duty of requiring all lot owners to maintain their property in accordance with the standards set forth herein.

The Association shall also maintain and regulate the use of such open spaces, common or recreational facilities as may exist or may hereafter be added to

WEST FORREST SUBDIVISION or to addition real estate made subject to these Declarations pursuant to the provisions of Article IX hereof.

## ARTICLE VI

### COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

#### 1. Imposition of Assessment:

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a single-family residential lot in WEST FORREST SUBDIVISION shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Governors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in WEST FORREST SUBDIVISION, including any additional area or areas added in the future, pursuant to Article IX herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges in the Association for such lots or areas.

Each residential building lot on the aforementioned plat of WEST FORREST SUBDIVISION shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. No sale or conveyance of a lot, whether voluntarily or involuntarily made by or in the name of an owner, shall operate to extinguish the obligation of the owner as a member of the Association to pay the sums owed by such owner to it.

#### 2. Amount of Assessment:

Such annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Governors of the Association; provided, however, that the amount of each annual or special assessments shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Special assessments may be imposed by majority vote at an annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on January first of each year, beginning January 1, 2018. The amount of said annual assessment due for each lot conveyed from the Developer prior to January 1, 2018, shall be prorated to January 1, 2018, based upon said initial annual assessment. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessment:

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- (a) maintenance of open spaces, green spaces and common areas of WEST FORREST SUBDIVISION;
- (b) for such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- (c) for such other lawful purposes as the Board of Governors of the Association shall determine.

4. Conveyance of Common Areas, etc., to the Association:

The Developer shall convey title to the open spaces, green spaces and common areas, if any, of WEST FORREST SUBDIVISION to the Association at such time as it, in its sole discretion, deems proper but not later than such time as one hundred (100%) percent of the residential building lots located in WEST FORREST SUBDIVISION and in such additional real estate made subject to these Declarations pursuant to Article IX hereof shall have been conveyed or made subject to a contract of sale from the Developer.

ARTICLE VII

REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

1. Remedies:

In the event of a violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the lots in WEST FORREST SUBDIVISION or any of them jointly or severally shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer has the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not have been deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in these

Declarations, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion in title hereunder.

#### ARTICLE VIII

#### COMMON EASEMENTS

1. Each and every owner of a lot or lots in WEST FORREST SUBDIVISION is hereby granted a non-exclusive easement for the use of the common facilities, subject to the regulations of the Association, as the same are shown on the aforementioned plat of said subdivision or are hereafter created upon additional real estate made subject to these Declarations pursuant to Article IX hereof.

#### ARTICLE IX

#### ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

1. Subject to any limitation contained in the corporate charter of the Association, additional real estate located adjacent to WEST FORREST SUBDIVISION which the Developer or other owners thereof may decide to add to the scheme of development herein set forth may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer and such other owners, at the sole option of the Developer, extending the terms of these Declarations to such other property, and the same shall be effective upon the filing for record of the same in the Office of the Clerk of Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer and such other owners to reflect the

different character, if any, of such additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of WEST FORREST SUBDIVISION.

2. Right to Extend Streets, etc.:

The Developer reserves for itself and for its successors or assigns, or heirs and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems and water and sanitary systems to such additional real estate as may be added to the scheme of the development as herein set forth.

ARTICLE X

SEVERABILITY CLAUSE

1. The invalidation of any one or more paragraphs or portions of these Declarations and agreements by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force or effect.

ARTICLE XI

EFFECTIVE PERIOD

1. These Declarations and agreements shall be effective immediately upon the filing of the same for record in the Office of the Clerk of Superior Court of Columbia County, Georgia; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developers, until August \_\_, 2037; and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10)

years each, without limitation, unless within six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than fifty (50%) percent of the lots then subject to these Declarations shall be placed on record in the Office of the Clerk of Superior Court of Columbia County, Georgia, in which agreement any of the aforementioned covenants restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extend therein provided.

In the event any such written agreement or change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the hereinbefore described property, or to any additional real estate added to the scheme of the development herein set forth in accordance with Article IX of these Declarations, the Developer as well as its successors and assigns, or heirs and assigns, as the case may be, shall have, and are hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal and vary these Declarations in any one or more aspects whenever in the sole controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of WEST FORREST SUBDIVISION as a residential area.

IN WITNESS WHEREOF, the Developer and the Association have respectively caused these presents to be executed by their duly authorized corporate officers and their corporate seals affixed, or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

**SEE ATTACHED SIGNATURE PAGE**

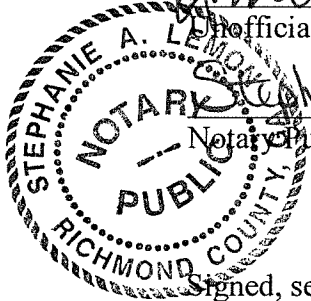
Signed, sealed and delivered  
in the presence of:

Amie Woods

Unofficial Witness

Stephanie Lemon

Notary Public



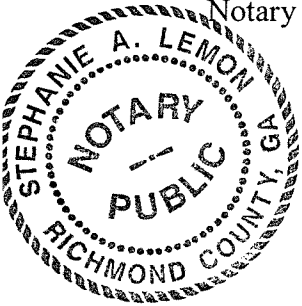
Signed, sealed and delivered  
in the presence of:

Amie Woods

Unofficial Witness

Stephanie Lemon

Notary Public



WEST FORREST  
DEVELOPERS, LLC

By: Thom M. Behler

As its: President

WEST FORREST SUBDIVISION  
PROPERTY OWNERS  
ASSOCIATION, INC.

BY: Thom M. Behler

AS ITS: President