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**BERKSHIRE RIDGE SUBDIVISION**  
**PROTECTIVE COVENANTS**

*WHEREAS*, Harry O. Breedlove is the owner and Developer (the "Developer") of the real property known as **BERKSHIRE RIDGE SUBDIVISION**, and being more particularly described on Exhibit "A" attached hereto and made a part hereof;

*WHEREAS*, the Developer wishes to create an attractive, quality single family residential subdivision;

*WHEREAS*, it is to the mutual benefit of the Developer and future purchasers of lots in Berkshire Ridge Subdivision, to create standards, restrictions and covenants for the construction on and maintenance and use of the lots in said subdivision;

*NOW, THEREFORE*, Developer hereby adopts the following covenants, restrictions, rules and standards:

1) **LAND USE**: All the lots in said subdivision shall be used solely as residential lots. No primary structure shall be erected or placed on any residential building lot other than a one single-family site built home. Erection of an outbuilding is permitted, but said structure shall be consistent and harmonious with the style, materials and construction of the residential dwelling on said lot. Any outbuilding shall be located to the rear of the house and as much out of the line of sight from the street as possible. However, no outbuildings shall be permitted on any existing corner lot, as shown on the subdivision plat. No temporary or permanent residence shall be established on any lot in a basement, shack, tent, camper, travel-trailer, house moved from another location, garage, barn, recreational vehicle, nor any other out buildings. No residence of a temporary character shall be permitted under any circumstances. There is hereby prohibited the erection of any duplex structure, apartment house or other structure designed primarily or intended to be used for rental purposes. No more than one residence of any type shall be placed on a lot. No mobile homes or modular homes shall be allowed on any subdivision lots.

2) **DWELLINGS**: No site built dwelling shall be erected where the ground area thereof shall be less than 1600 square feet. In the case of a 2-story dwelling, not less than 1000

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square feet on ground level, including the garage. All dwellings shall have a double garage with overhead doors. These minimum requirements of square feet area shall be exclusive of porches, basements, garage, decks, or similar items of construction, except as to two story homes. Block homes, underground homes, homes on poles, and igloo shaped homes are not permitted.

3) SITE APPROVAL AND DRIVEWAYS: Homes must be placed on lots in a uniform manner facing Berkshire Ridge Drive with positioning to be approved by the Developer. All buildings, driveways and landscaping shall be designed carefully so that the existing topography and landscape shall be disturbed as little as possible and so that the maximum number of desirable trees and other natural features will be preserved. All homes shall be located and shall otherwise comply with all Hall County zoning and set-back requirements. All driveways must access onto Berkshire Ridge Drive.

4) SUBDIVISION STANDARDS & GUIDELINES:

- a) Exterior natural earth tone colors are preferred. Colors shall be in harmony and compatible with the colors of other buildings in the subdivision. No bright or odd colors shall be accepted. Any deviation from natural earth tone colors shall be approved in writing by Developer.
  - b) All curtains visible from the street must be natural or subdued colors.
  - c) All exterior surfaces shall be stained or painted wood or wood composite sidings, or brick, stone, vinyl or stuccoed. No unfinished surfaces shall be allowed. Block foundations are to be bricked or stuccoed and painted.
  - d) Homes must be attractively maintained.
  - e) Building debris, stumps etc. shall be removed from the yard by owner before occupancy.
  - f) No stumps shall be permitted to be left visible above ground level.
  - g) Driveways shall be concrete or asphalt.
  - h) It is the intent of these covenants that the front yards of all homes to have a professional landscape look of grass, shrubbery or be naturally wooded. Each homeowner is to keep his property attractively maintained, cleaned, neat, and cut.
  - i) Vegetable or wild flower gardens must be in the rear of the dwelling.
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- j) Only temporary signs, such as "FOR SALE" signs shall be allowed on lots in said subdivision. No business signs permitted.
- k) No fences are to be placed along the front or side of any lot where such fence is sited closer to the street than the rear of the dwelling. No fences shall be erected on any existing corner lot, as shown by the subdivision plat, regardless of the fence location.
- l) No animals shall be kept other than usual household pets such as cats or dogs and only in moderation per household. No poultry or poultry houses are permitted.
- m) Cars with graffiti, or odd or bright paint colors, shall not be parked in said subdivision.
- n) No junk, damaged, or inoperable or broken cars or other vehicles shall be placed or maintained on any lot.
- o) Trash must be placed in approved containers in the rear of the home. It is the resident's responsibility to remove all trash promptly to a designated county dumpster area and remove any unsightly items from the property.
- p) No noxious or offensive trade shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- q) All playground equipment, swimming pools, pet enclosures, T.V. or radio antennas or satellite receivers, clothes lines, wood piles, and lawn furniture shall be located in the rear of the dwelling so as not to be visible from the street.
- r) No commercial trucks over 2 axles or buses will be allowed to park in or on the property, driveway or roadway.
- s) The owner of any lot which does not already have 5 trees with a minimum diameter of 3 inches located between the front road right of way and the 35 foot building line set-back shall plant at least 3 hardwood trees of not less than 8 feet in height and 3 inches in diameter in the set back area within 12 months of purchasing the property.
- t) Any item which could be deemed as junk, eyesores, or otherwise nuisances not in harmony with these standards will be considered a violation of these covenants.
- u) All lot owners using a septic tank system shall have their septic tank inspected at least once every 5 years and shall also comply with all requirements noted on the subdivision plat.

5) VIOLATION: In the event of any violation, or attempted violation on part of any owner, their heirs, administrators, executors and assigns of any of the covenants herein during the term hereof shall afford the Developer of Berkshire Ridge Subdivision, or his assigns, or any other person or persons owning lots in said subdivision, a right of action at law or in equity, against

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the person violating or attempting to violate these covenants, either to restrain the violation or to recover damages, and/or attorney's fees.

6) ENFORCEMENT: The failure by the Developer, or his assigns, to enforce any restriction, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Developer, or his assigns.

7) SEVERABILITY: Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction of the subject shall in no way affect any of the provisions herein contained, and such other provisions and protective covenants shall remain in full force and effect.

8) AMENDMENTS: The Developer may amend or modify these restrictive covenants, in whole or in part, so long as Developer owns a majority of the lots in Berkshire Ridge Subdivision, as described on the attached Exhibit "A". After Developer has conveyed a majority of lots in said subdivision, then these restrictive covenants may be modified or amended, in whole or in part, by a majority vote of lot owners at the time of any such amendment or modification. For purposes of any such amendment or modification, any lot owner(s) shall have one vote for each lot owned, and a majority of votes, regardless of the number of owners, shall constitute a majority. If co-owned, each co-owner shall be entitled to a fractional vote in proportionate to the proportion of ownership for each lot.

9) ZONING, SETBACKS, BUFFERS & SPECIAL REQUIREMENTS: All lot owners shall comply with all County and State zoning and set-back requirements, as well as all requirements, conditions, restrictions, and buffers noted on the subdivision plat for Berkshire Ridge Subdivision, as recorded in plat slide 790, page 137A of the Hall County, Georgia, plat records.

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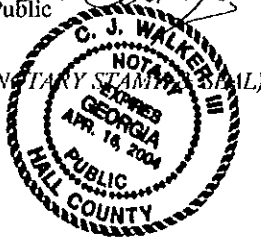
10) EXPIRATION: These covenants shall run with the land and be binding on the successors and assigns of Developer and all persons claiming under them for a period of 20 years, and these covenants shall then be automatically extended for successive periods of 10 years, until said covenants shall be amended, changed or terminated in whole or in part as provided elsewhere herein or by applicable law. Such amendments, changes or terminations shall take effect when executed and filed in the proper office or record.

This 9 day of October, 2000.

Harry O. Breedlove  
HARRY O. BREEDLOVE  
Owner & Developer

Margaret W. White  
Witness

[Signature]  
Notary Public  
(AFFIX NOTARY STAMP)



Georgia, Hall County, Clerk Superior Court  
Filed in office, this 20 day of Oct  
2000 at 2:25 p.m. Recorded in  
Book 2756 Page(s) 63-68  
this 23 day of Oct, 2000.  
DWIGHT S. WOOD, CLERK, by: [Signature]

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