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**DECLARATION OF PROTECTIVE COVENANTS
FOR
MOUNTAIN BROOK FARMS**

CLERK OF SUPERIOR COURT
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BOOK ~~6896~~ PAGE 109
Diane M. Rowan

Michael E. and Diane H. Smith
Mountain Brook Farms LLC
75 Paris Lane
Marietta, Ga. 30066
770 630-2486
8633

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18.00

This declaration is made on the date hereinafter set forth by Mountain Brook Farms L.L.C. (Michael E. and Diane H. Smith, "Declarant").

Background Statement

Declarant is the owner, or, if not the owner has the consent of the owner, of the real property described in Article I of Section 1 of this declaration.

Declarant desires to subject the real property described in Article I of Section 1, hereof to the provisions of this declaration to create a residential community of single family housing and to provide for the subjecting of other real property to the provisions of this Declaration.

Now, therefore, Declarant hereby declares that the real property described in Article I Section 1 of this Declaration, including the improvements of this Declaration shall be binding to all persons or entities for the purpose of protecting the value and desirability of, and subject hereto their respective heirs, legal representatives, successors-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Article I

Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration.

The real property described in Exhibit "A" attached hereto is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and, by virtue of the recording of this Declaration, shall be held transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Article II

Use Rules and Restrictions

Section 1. Residential Use All lots shall be used for residential purposes exclusively. Activities should not create disturbances and not unduly increase traffic flow or traffic congestion.

Section 2. Vehicles The term "vehicles" as used herein shall include, without limitations, motor homes, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, limousines, and automobiles. Vehicles shall not be parked on any street within the Community, or on any portion of a Lot other than in the garage; provided, however, if, any only if, the occupants of a Lot have more vehicles than the number of garage parking spaces. Those excess vehicles which are an occupant's primary means of transportation on a regular basis may be parked on the driveway of the lot.

Towed vehicles should be kept in a garage or behind the home.

Section 3. Leasing Lots may be leased for residential purposes. The lease shall also obligate the tenant to comply with the foregoing.

Section 4. Nuisance It shall be the responsibility of each Owner and Occupant to prevent the development of an unclean, unhealthy, unsightly, or unkept condition.

Section 5. Tree Removal The property shall remain 70% wooded. Diseased, dead trees, or trees within the building site may be removed. New trees, shrubs, and flowers may be added to improve areas. The introduction of evasive vines such as ivy or wisteria should be closely monitored. These vines should never be allowed to climb trees or take over native plants.

Section 6. Drainage Storm water run off shall continue to be monitored. Measures shall be taken to protect springs and creeks from silt and erosion damage from unnatural runoff and development causes. Each lot shall be a secondary permittee and take responsibility for erosion protection and storm water runoff. Designated protected areas shall be maintained in their natural state and protected.

Section 7. Subdivision of a Lot No lot shall be subdivided unless the lot is larger than 6 acres. The lots will remain zoned "Agricultural".

Section 8. Square Footage No single-family residential structure shall be less than 1,800 square feet of heated living area.

Section 9. Exterior of Dwelling Homes must be covered with brick, stucco, stone, wood, or a "Hardee Plank" type siding. A trailer type or prefab construction is not permitted. Colors of paint should have a pleasing effect and conform to the agricultural and woodland nature of the development.

Section 10. Outbuildings Homeowners may build outbuildings to enhance the property. They must be constructed of wood, brick, stone, or siding and blend with the existing homes. The structures must be within the 30% of land that can be cleared. Metal buildings are prohibited.

Section 11 Entrance The homeowners will help maintain an attractive entrance and cut grass as needed in common areas. If a Homeowner's Association is needed in the future, it can be established with 75% of the homeowners in agreement. A consensus can be used to establish rules and guidelines.

EXHIBIT "A"

Said development is known as "MOUNTAIN BROOK FARMS" ,located in Land Lot 269, 4th District ,2nd Section of Cherokee County, Georgia. Cherokee County Project # 2003-5014 . Final plat filed February 10, 2004 recorded in plat book 77, page 71 in the Clerk of The Superior Court of Cherokee County. Located in Ball Ground, Georgia bounded on the south by Marion Spence Rd., on the east by I- 575 , on the north by property owned by Violet Spence, Rhea Spence and Cobb- Marietta Water Authority, bounded on the west by Cobb-Marietta Water Authority, and to the south by Tommy Fowler Property. Roads through the property are known as Mountain Brook Farms Drive and Mountain Creek Trail.

Signature Page

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Mountain Brook Farms
Ball Ground, Georgia

owner signature Diane H. Smith
Diane H. Smith

owner signature Mike Smith
Mike Smith

3rd party
witness
signature Liane Duntz



Rec 4-22-2004

