

03565
00116

Record and return to:
Lawhorn and Associates, PC
Attention: Post Closing
428 West Highland Avenue
Monroe, Georgia 30655
File Number N/A

FILED IN OFFICE
CLERK SUPERIOR CT.
ROCKDALE CO., GA.

BOOK 3565 PAGE 116

05 AUG 22 AM 10:03

05-012357

P. C. Kelly CLERK

STATE OF GEORGIA
COUNTY OF WALTON

013520

DECLARATION OF PROTECTIVE COVENANTS
HI ROC PLANTATION SUBDIVISION

THIS DECLARATION, made this 8th day of August of 2005, by Mitchland, LLC., hereinafter referred to as "Declarant."

WHEREAS, a subdivision known as HI ROC Plantation Subdivision has been developed on real property now owned by Declarant in Rockdale County, which has subdivided lots, as particularly described in Exhibit A, attached to this Declaration and made a part hereof.

WHEREAS, Declarant desires to provide for the preservation of the values and esthetic design of the subdivision; and to this end desires to subject the real property described in Exhibit A of this Declaration to the protective covenants and restrictions hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A is hereby subjected to this Declaration and is and shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered, subject to the protective covenants and restrictions hereinafter set forth. Every grantee of any interest in such real property which is subject to this Declaration, by acceptance of a deed or other conveyance of such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to the following terms and conditions:

1.

The enclosed heated finished living area of each house built in the subdivision shall not be less than 1400 square feet, exclusive of porches, garages, carports, decks, attics and finished basements.

2.

All driveways shall be constructed of concrete.

Georgia, Rockdale County

I certify that the foregoing
is a true and exact copy of the
original which appears of record
in this office

In witness whereof I have
this day 6th of October, 2009
affixed my seal and signature

Susan Kelly
Dep./Clerk,
Rockdale Superior Court

3.

No lot or parcel of land shall be used for dog kennels or for keeping or breeding of household pets for commercial purposes. Household pets, not exceeding four animals of any or all types may be kept, provided that they are not kept for breeding or maintained for any commercial purposes. Household pets must not constitute a nuisance or cause unsanitary conditions. No swine, fowl or pasture animals shall be allowed.

4.

Any concrete blocks used for foundations or walls must be faced, or stuccoed and painted. Any outbuilding such as storage house, garage, pool house, shop, etc. shall complement the main structure and be constructed of compatible materials.

5.

No inoperative vehicles shall be allowed to remain on the property.

6.

No mobile homes, modular homes, manufactured homes or other factory built homes are to be placed on the subject property.

7.

The front, rear and side setbacks of each lot shall be shown on the recorded subdivision plat.

8.

Any residence constructed shall include a minimum 2 car enclosed garage which is attached to the main dwelling, or detached from the dwelling with a breezeway connecting to the main dwelling.

9.

There shall be no subdivision of any lot or combinations of lots, except by Declarant herein.

10.

Any playground equipment shall be placed in rear of property.

11.

No exposed aboveground tanks shall be permitted for the storage of fuel or water or any other substance. No radio or television antenna, satellite dish or other exterior communication equipment shall be visible from the street, and no satellite dish larger than twenty (20") inches in diameter shall be installed on any lot.

12.

No structure of a temporary character shall be placed upon any lot at any time, except for temporary shelters used by a building contractor during the course of construction such temporary construction shelters may not at any time be used as residences, nor be permitted to remain on the lot after completion of construction. Also, the use and location of such temporary shelters by building contractors must be approved by the Declarant.

13.

Containers for garbage and other refuse shall be maintained under sanitary conditions, and shall be concealed from view of neighboring residences and the street, except on regularly scheduled garbage pick-up days.

14.

No chain link fence shall be constructed in front of any house. Only Decorative fencing (picket, privacy) may be facing any road.

15.

No outside clothesline or window mounted air conditioning units may be visible from Road.

16.

No lumber, brick, stone or cinder block, concrete or any other building materials scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot, and shall not be stored on such lot for longer than six (6) months.

17.

Noxious or offensive activities shall not be carried on upon any lot, and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property made subject to these covenants.

18.

Each property owner (not builder or developer) will pay at closing an initiation fee to the association in the amount of \$200.00 Homeowners Association will set the yearly Association Fee.

19.

No building shall be erected, place or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Control Committee, as described herein, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall be composed of the Developer, Mitchland,, LLC, until such time as it is turned over to the Hi-Roc Plantation Homeowners Association.

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant or the property owner of any lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and this Declaration is filed for record in the Office of the Clerk of Superior Court of Walton County, Georgia. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year term for successive periods not to exceed ten (10) years each No such agreement of renewal and extension shall be effective unless filed for record at least one hundred eighty (180) days prior to the effective date of such renewal and extension.

Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, hereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions or other provisions, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by Declarant or any Property owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter. Declarant shall not be liable to any person whomsoever for any violation of these restrictions and does not warrant or guarantee to any owner of any lot in this subdivision that these restrictions will be enforced. The initiation and enforcement from time to time by the Declarant of these restrictions has been for Declarant's sole benefit and control and Declarant disavows any obligation, implied or otherwise, to maintain or enforce these restrictions. However, this shall not preclude or prevent any property owner from enforcing these restrictions, when applicable, against any other Property Owner other than the Declarant.

Any owner violating this covenant, or permitting the covenants to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants. except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

Executed in the presence of:

Mitchland, LLC.

Wannay Smith
Unofficial Witness

By *C. G. Plante* *Manager*

[Signature]
Notary Public
Commission Expiration Date



SEAL N.P.

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owners are the record owners and holders of title to
Lots 1-5, 13-17-92-102-104-120-121-129 as
located in Land Lots 339, 340, 352 of the 16 District, Rockdale County,
Georgia, and all as more particularly shown on that certain plat of survey for HI Roc Plantation
Subdivision recorded in Plat Book 33, Page 57-59, Rockdale County Records, such plat
being incorporated herein by this reference. Owners also consent to permanent membership in
and submission of their Lots to the HI Roc Plantation Home Owners Association and the
Proposed Protective Covenants and Amenities for Hi Roc Plantation.

Signed, sealed and delivered
this the 8th day of August
2005.

HI Roc Builders, LLC

[Signature]
Witness

[Signature]
Notary Public



SEAL N.P.

[Signature] (seal)
Print Name _____

[Signature] (seal)
Print Name Army Williams

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 339, 340 and 352 of the 16th Land District, Rockdale County, Georgia, containing 120.0 acres as shown on plat of survey dated 11-19-01 prepared by Charles O. Wiggins, Georgia R.L.S. #2293, and being more particularly described as follows:

BEGIN at an iron pin located at the common corner of Land Lots 339, 340, 351 and 352, said District; thence South 00 degrees 53 minutes 56 seconds West 1246.49 feet to an iron pin set at a point hereinafter referred to as Point "A"; thence continuing South 00 degrees 53 minutes 56 seconds West 101.5 feet to a point located in the center line of the Yellow River; thence in a southwesterly direction along the center line of the Yellow River a distance of 765 feet, more or less, to a point on the property line of property now or formerly of Sylvia P. Williams, which point may be located by measuring the following courses and distances from Point "A" hereinabove determined: South 52 degrees 06 minutes 13 seconds West 814.44 feet, and South 29 degrees 34 minutes 53 seconds West 98.07 feet to the point located in the center line of the Yellow River thus determined; thence North 29 degrees 34 minutes 53 seconds West 1674.09 feet to an iron pin; thence North 10 degrees 59 minutes 42 seconds East 2028.52 feet to an iron pin; thence South 77 degrees 14 minutes 20 seconds East 243.9 feet to an iron pin; thence South 71 degrees 20 minutes 14 seconds East 231.42 feet to an iron pin found; thence North 00 degrees 28 minutes 04 seconds East 891.46 feet to an iron pin located on the southerly right-of-way line of Hi Roc Road; thence South 67 degrees 24 minutes 10 seconds East along the southerly right-of-way line of Hi Roc Road a distance of 277.69 feet to point; thence continuing along the arc of said right-of-way in a southeasterly direction a distance of 447.88 feet, said arc having a chord bearing and distance of South 71 degrees 56 minutes 15 seconds East 447.41 feet; thence continuing along said right-of-way South 76 degrees 30 minutes 06 seconds East 173.88 feet to an iron pin; thence South 05 degrees 05 minutes 04 seconds East 311.34 feet to an iron pin found; thence South 05 degrees 42 minutes 45 seconds East 505.76 feet to a rock; thence South 00 degrees 53 minutes 37 seconds West 1207.62 feet to a rock; thence South 87 degrees 11 minutes 22 seconds West 515.33 feet to the iron pin marking the POINT OF BEGINNING.