

Protective Covenants

Unit 1

1. All plans and exterior material schedules including colors shall be submitted to Chestnut Springs Joint Venture for Approval prior to starting construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default.
2. Garbage containers shall be buried or hidden from view from the street and adjacent property owners. No clotheslines that can be seen shall be permitted.
3. Exposed concrete block not allowed unless expressly approved by an officer of Chestnut Springs Joint Venture.
4. Metal fencing may be installed behind the rear of a house only. Side yards may have up to a 6' wooden fence with natural finish. No fence may be installed in front of house except decorative fences approved prior to installation by Chestnut Springs Joint Venture.
5. Trailers, campers, trucks, travel busses or any such equipment must be parked in rear of house and a natural screening of shrubs and trees are to be provided by homeowners. This screening is to be approved in writing by Chestnut Springs Joint Venture prior to installation.
6. There shall be no front entry carports. All front entry garages shall have doors.
- 7.
8. No residence shall be erected on any lot to have less than 1500 sq ft.
9. Minimum side yard 10 feet
10. Minimum rear yard 30 feet

Notes: Revision 2 filed 3-22-79 removed covenants 7 & 11

Unit II-A

1. All plans and exterior material schedules including colors shall be submitted to Chestnut Springs Joint Venture for Approval prior to starting construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default.
2. Garbage containers shall be buried or hidden from view from the street and adjacent property owners. No clotheslines that can be seen shall be permitted.
3. Exposed concrete block not allowed unless expressly approved by an officer of Chestnut Springs Joint Venture.
4. Metal fencing may be installed behind the rear of a house only. Side yards may have up to a 6' wooden fence with natural finish. No fence may be installed in front of house except decorative fences approved prior to installation by Chestnut Springs Joint Venture.
5. Trailers, campers, trucks, travel busses or any such equipment must be parked in rear of house and a natural screening of shrubs and trees are to be provided by homeowners. This screening is to be approved in writing by Chestnut Springs Joint Venture prior to installation.

6. There shall be no front entry carports. All front entry garages shall have doors.
- 7.
8. No residence shall be erected on any lot to have less than 1500 sq ft.

Unit II-B

1. All plans and exterior material schedules including colors shall be submitted to Chestnut Springs Joint Venture for Approval prior to starting construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default.
2. Garbage containers shall be buried or hidden from view from the street and adjacent property owners. No clotheslines that can be seen shall be permitted.
3. Exposed concrete block not allowed unless expressly approved by an officer of Chestnut Springs Joint Venture.
4. Metal fencing may be installed behind the rear of a house only. Side yards may have up to a 6' wooden fence with natural finish. No fence may be installed in front of house except decorative fences approved prior to installation by Chestnut Springs Joint Venture.
5. House Trailers, campers, trucks (except pickups and vans), travel busses boats and/or boat trailers must be parked in garage or basement of the house on said lot.
6. There shall be no front entry carports. All front entry garages shall have doors.
7. No residence shall be erected on any lot to have less than 1500 sq ft. for single story dwellings

Unit II-C

1. All plans and exterior material schedules including colors shall be submitted to Chestnut Springs Joint Venture for Approval prior to starting construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default.
2. Garbage containers shall be buried or hidden from view from the street and adjacent property owners. No clotheslines that can be seen shall be permitted.
3. Exposed concrete block not allowed unless expressly approved by an officer of Chestnut Springs Joint Venture.
4. Metal fencing may be installed behind the rear of a house only. Side yards may have up to a 6' wooden fence with natural finish. No fence may be installed in front of house except decorative fences approved prior to installation by Chestnut Springs Joint Venture.
5. House Trailers, campers, trucks (except pickups and vans), travel busses boats and/or boat trailers must be parked in garage or basement of the house on said lot.
6. There shall be no front entry carports. All front entry garages shall have doors.
7. No residence shall be erected on any lot to have less than 1500 sq ft. for single story dwellings

Unit III

1. All plans and exterior material schedules including colors shall be submitted to Cotton States Properties LTD, for Approval prior to starting construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default.
2. Garbage containers shall be buried or hidden from view from the street and adjacent property owners. No clotheslines that can be seen shall be permitted.
3. Exposed concrete block not allowed unless expressly approved by an officer of Cotton States Properties LTD.
4. Metal fencing may be installed behind the rear of a house only, but must be inside of building set back lines shown on this plat. Side yards may have up to a 6' wooden fence with natural finish. No fence may be installed in front of house except decorative fences approved prior to installation by Cotton States Properties LTD
5. House trailers, campers, trucks (except pickups and vans), travel busses, boats and/or boat trailers must be parked in garage or basement of the house on said lot.
6. There shall be no front entry carports. All front entry garages shall have doors.
7. No residence shall be erected on any lot to have less than 1500 sq ft. for single story dwelling.

Unit IV

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories, and a private garage for not more than two cars. No temporary house, shack or tent shall be erected on said lots or parcels to be used for residential purposes, and no lot may be used for school, church or kindergarten purposes, except that Chestnut Springs shall be able to maintain an office on any lot until such time as all of the lots have been sold and residences constructed thereon. No front entry carport shall be allowed. Front entry garages with garage doors shall be acceptable.
2. All plans for structures to be erected on said lot shall be submitted to Architectural Control Committee for approval before commencing construction. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default. Before any house may be occupied, it must be completely finished on the exterior in accordance with said plans. All of the yard which is visible from any street must be planted with grass or have other suitable ground cover. Mailbox and supporting structure shall be complete and the design

shall harmonize with adjacent buildings as approved by Architectural Control Committee, and the driveway surface must be either paved or the surface approved by Architectural Control Committee.

3. Exterior materials and an exterior finishing schedule must be submitted to Architectural Control Committee for approval prior to the installation of said materials and finishes. Samples of these materials and finishes must be submitted if requested. If same are not approved or disapproved within thirty days from date submitted, then same shall be considered approved by default. Whenever buildings erected on any lot or constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry units, such blocks or other prefabricated masonry units shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade unless otherwise approved by Architectural Control Committee.
4. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garbage containers shall be buried or shall be located abutting rear or sides of houses and shall be contained within an enclosure. The design or materials of such enclosure shall be in keeping with the general appearance of the house.
5. Dwelling buildings erected on any lot shall each have not less than 1500 square feet of heated and finished living area.
6. Easements are reserved to the undersigned, its successors and assigns, for installation and maintenance of utilities, drainage facilities, storm sewers and sanitary sewers as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.
7. Nothing shall be erected, placed or altered on any lot nearer to any Street than building set back lines unless the same be retaining walls of masonry construction or railroad ties which do not in any event rise above the finished grade elevation of the earth embankments so retained, reinforced or stabilized, except that this restriction shall not apply to that which has been approved by Architectural Control Committee. The exposed part of retaining wall shall be made of brick, natural stone or veneered with brick or natural stone or railroad ties or other approved material.
8. Metal fencing shall be allowed only to the rear of a residence on any lot. Side yards of a residence on any lot may have up to a six-foot wooden fence so long as said fence has a natural finish only. No fence may be installed or placed to the front of a residence on any lot except decorative fences which have been approved by the Architectural Control Committee in advance of installation.
9. No advertising signs, billboards or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except that after written permission of the undersigned, its successors or assigns, is obtained, a sign may be used to advertise

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the property for sale or rent. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style and color of any proposed sign permitted hereunder.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon or in any lot.
11. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Georgia Health Department. Approval of such systems as installed shall be obtained from such authority.
12. No clotheslines shall be permitted on any lot.
13. Trailers, campers, trucks (except pickups and vans), travel buses or any such equipment must be parked in the garage or basement of the residence located on such lot.
14. The recreation facilities are dedicated for use by the property owners of Chest Springs Subdivision only and are not available for public use.
15. The Architectural Control Committee shall be Chestnut Springs, a Joint Venture Comprised of C.W.M. PROPERTIES, INC. and COTTON STATES PROPERTIES, LTD. The majority of the committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At the time that all the lots are sold and residences are constructed thereon, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. All plans which are required to be submitted to and approved by the said committee must receive a majority vote for approval.
16. If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent, or to recover damages for such attempt or violation.
17. Invalidation of any one of these protective covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
18. The failure of the undersigned to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance or performance of anything required to be performed with knowledge

of the breach of the term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the undersigned of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the undersigned.

19. Zoning regulations applicable to the property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.
20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten (10) years unless an instrument, in writing, signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.