

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR MILL CREEK STATION**

THIS DECLARATION, made on the date hereinafter set forth by WOLVERINE CONSTRUCTION, INC., A Georgia Corporation and CAMERON PALMER HOMES, INC., A Georgia Corporation, hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lots 847 and 854 of the Fifth District and First Section of Lumpkin County, Georgia, known as Mill Creek Station Subdivision, as shown on a plat, which plat is recorded at Plat Cabinet 1, Slide 108, Pages 142B, 143 &144 in the Office of the Clerk of the Superior Court of Lumpkin County, Georgia, and which is incorporated herein by reference for a more complete description of this property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

**ARTICLE I
COVENANTS, CONDITIONS and RESTRICTIONS**

Section 1: No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. No pre-manufactured housing is acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 4. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without if there is no suitable location on the Lot for the placement of such devices without affecting the aesthetic qualities of the Lot in question and subdivision in general.

Section 5. No tree having a diameter of twelve (12) inches or more (measured from a point two feet above ground level) shall be removed from any Lot unless its condition causes a danger to person or property.

Section 6. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards. Including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the owner except when on a leash.

Section 7. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein, other than a standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent.

Section 8. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

Section 9. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 10. No dwelling located on any Lot shall be more than two (2) stories in height, excluding basement.

Section 11. No dwelling located in the Subdivision shall have heated living area, with ceiling height of not less than 8', exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1,200 heated square feet for a one story home or split level home.

Section 12. Before any house may be occupied, it must be completely finished on the exterior and all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved.

Section 13. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigations purposes.

Section 14. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 15. Outdoor clothes lines must be screened by approved landscaping or fencing, or placed in a location not readily visible from any street or adjoining property.

Section 16. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 17. No fence, wall, hedge or shrub planting which obstructs site lines at elevation between 2 and 6 feet above the roadways shall be erected, placed, planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines extended. The site line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

Section 18. No obnoxious, offensive, or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 19. With respect to each Residential Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, DECLARANT shall have the right, but not the obligation, to re-purchase the Lot for an amount not to exceed the purchase price paid DECLARANT for the Lot without interest, plus the certified expenses of improvement made thereon.

Section 20. No Owner of a Lot which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots.

Section 21. Commercial vehicles and buses, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding twenty-four (24) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of buses and commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one foot square. No junk or non-running automobiles shall be brought upon or allowed to remain on any lot.

ARTICLE II GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, these covenants, conditions and restrictions.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Lumpkin County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.