

Protective Covenants
Falcon Hills
Cobb County Records Book 3817 Pg 292-296

The following restrictions and covenants shall apply to the property known as FALCON HILLS, located in Land Lot 7, 66, 67 and 78, 16th District, 2nd Section, Cobb County, Georgia, as shown by plat recorded in Plat Book 106, page 10, and Plat Book 106, page 14, Cobb County, Georgia Records; and shall apply to all phases of said subdivision, as plats of same are recorded in the Clerk's Office, Superior Court, Cobb County, Georgia. The restrictions and covenants are to run with the land and shall be binding on all parties, all persons owning a lot or lots in FALCON HILLS and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years subject to a total extension of twenty (20) years.

1.

All lots in the tract shall be used for residential purposes only. No structures shall be erected, placed altered, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height exclusive of basement, one detached structure not to exceed two stories in height for use as a private garage for not more than three cars and a servant's quarters and other outbuildings incidental to residential use of lot.

2.

Said property is not to be used as a location for, or in connection with, a boarding house, a rooming house, a hospital, a sanitarium, infirmary, cemetery, public garage, or filling station, professional or business office, nor shall any apartment, duplex or store building be erected or placed thereon, nor shall any building including the main dwelling be used for a home industry or for any commercial purpose.

3.

No buildings shall be erected, placed, or altered on any lot in FALCON HILLS until the building plans, specifications and plot plans showing the location of such building has been approved in writing by the developer, his agents, successors, or assigns as to conformity and harmony of external design and general quality with the existing standards of the neighborhood; and as to location of the building with respect to topography and finished ground elevations.

4.

No building shall be located nearer to the front line or nearer to the side street line than building setback lines shown on recorded plat. No building on any lot shall be located nearer than ten (10) feet to an inside lot line except that the inside lot line restriction shall not apply to a detached garage located one hundred (100) feet or more from the front lot line, in which event no portion of such building shall be less than five (5) feet from the side and rear lines of said lot.

5.

The layout of the lots as shown on said recorded plat shall be adhered to, and no lot or lots may be resubdivided. However, more than one lot may be used for the erection or placement of one residential structure. No lots shall be used for street purposes, except such lot or lots which the developer desires to use for the purpose of connecting an adjoining tract of land for the expansion of said subdivision or the adjoining of an additional subdivision.

6.

No trailer shall be permitted to be parked on any lot and no basement, tent, shack, garage, or barn placed or erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The exterior of each building must be completed in every detail in accordance with approved plans and specifications prior to occupancy. No old, completed, or used houses may be moved on to any lot.

7.

No horses, cows, chickens, sheep, or goats shall be raised, bred or kept on any lot. Dogs, cats, or other household pets, however, may be kept provided they are not kept, bred, or maintained for any commercial purposes. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8.

Any one story or split-level dwelling on any lot in FALCON HILLS shall cover a ground area of not less than 1400 square feet and any two story dwelling shall cover a ground area of not less than 800 square feet, with a combined footage on both levels of not less than 1600 square feet. Any story and a half dwelling on any lot in FALCON HILLS shall cover a ground area of not less than 900 square feet with total footage of 1500 square feet on both levels. The square footage mentioned above is exclusive of areas contained in open porches, carports, and garages.

9.

No concrete blocks either in buildings or walls shall be used above finished ground elevations of residences unless said blocks are covered with brick, stone, or stucco.

10.

No chain link or metal fences may be used beyond building line or front of main structure of house on any lots. Chain link fences may be used to the rear of residence so long as they conform to the other stipulations of this paragraph. Any side front or side fences running parallel with the street must be of wood.

11.

Campers must be parked within the minimum set-back line as specified on recorded plat of subdivision.

12.

There shall be no clotheslines erected on any building lot and no clothing to be hung from windows, decks, porches, or patios.

13.

No antenna, satellite dish, or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any structure or lot without the prior written approval of the developer, his successors and assigns. In no event shall freestanding transmission or receiving towers be permitted. There shall be no erection or placement on any lot of towers, satellite dishes or other appliances, including but not limited to, lights other than the normal flood lights attached to the dwelling or garage; and no statues or other structures will be permitted without the prior written consent of the developer, his successors and assigns.

14.

This declaration of covenants may be amended by LLOYD D. MILHOLLAND without the necessity of approval by any other lot owner, at any time, and from time to time, within the sole discretion of LLOYD D. MILHOLLAND, until such time as LLOYD D. MILHOLLAND has sold every lot in said subdivision whether now owned or hereafter acquired, to bona fide purchasers. Any amendment deemed necessary by LLOYD D. MILHOLLAND must be filed in the office of the Clerk, Cobb Superior Court, prior to becoming effective. Once LLOYD D. MILHOLLAND has sold every lot in said subdivision to bona fide purchasers, any amendment thereafter shall require the approval of a majority of the owners of record and must be filed in the office of the Clerk, Cobb Superior Court, prior to becoming effective. Said filed amendment must be accompanied

by a certification of the majority of the owners that have approved said amendment. Every purchaser or grantee by acceptance of a deed or other conveyance thence thereby agreed that this declaration may be amended as provided in this section.

15.

If the parties hereto or any of them or their heirs shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in FALCON HILLS to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violations. The failure of any property owner to enforce promptly the provisions of these covenants shall, at no time, be considered as a waiver of future rights to enforce compliance.

Amended January 10, 1994

The Falcon Hills Recreation Association, Inc. also shall have authority to enforce the provisions hereof to the full extent that any owner in Falcon Hills may do so.

16.

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

17.

Amended September 15, 1999

Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles or other vehicles, including, without limitation, boats, motorhomes, and unlicensed vehicles. No owner shall park his automobile, boat, or other vehicle on the streets of the subdivision as a matter of course. In addition, no commercial trucks or other commercial vehicles shall be stored on any lot.

These protective covenants are adopted as covenants running with the land by the owner, this 21st day of January, 1986.

Lloyd D. Milholland

Signed, sealed and delivered
In the presence of

P. Cathy Standard
Notary Public

Date of Notarization
1/21/1986