

**COPY**

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CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.  
1993 JAN 19 PM 4:56

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") made and published this 19 day of JANUARY, 1993, by YOST DEVELOPMENT hereinafter called Declarant.

W I T N E S S E T H T H A T:

WHEREAS, Declarant is the fee simple owner of the property in a subdivision known as AVALON FOREST in GWINNETT County, Georgia, as shown on the final subdivision plat recorded in plat book 57, page 171 of the GWINNETT County records.

WHEREAS, Declarant desires to subject the lots to the covenants, restrictions and agreements hereinafter set forth, each of which is for the protection of the Property and for the benefit of all subsequent owners of any part of the Property, each of which shall inure to the benefit of and run with the Property.

NOT THEREFORE, in consideration for said benefits, Declarant does hereby proclaim, publish and declare that each and every one of the lots shall henceforth be subject to this Declaration, mortgaged or otherwise encumbered subject to this Declaration and to the covenants, restrictions and agreements hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a 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 said terms and conditions. These covenants shall run with the land and be binding upon all persons claiming under Declarant until terminated by operation of law, or as hereinafter provided, to-wit:

1. No lot shall be used except for residential purposes and no lot shall be subdivided. 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 in height and a private carport or garage for not more than two cars. No temporary house, shack, trailer or tent to be used for residential purposes shall be erected on any lot.

2. No lot shall be maintained as a dumping ground for rubbish, trash or garbage, and no lot shall be used for keeping or breeding of livestock animals or poultry of any kind, except household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot and nothing shall be done thereon which may be or may become any annoyance to the neighborhood. Campers and/or motor homes and/or boats may not be parked permanently except behind fenced enclosure behind front corners of existing house.



3. All fencing shall be limited to wood materials and shall be located in back or side yards only. All chain link type fences are prohibited, except in connection with community recreational facilities.

4. No advertising signs, billboards, and or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except that a sign may be used to advertise the property for sale or rent or garage sale.

5. If anyone bound to observe and comply with this Declaration 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 the land subject to this Declaration to prosecute any proceeding at law, or in equity, against such violator to prevent, or to recover damages for such attempt or violation.

6. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

7. The failure of Declarant 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 of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by Declarant of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by Declarant.

8. Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision or such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply. The Restrictive Covenants of this Declaration shall remain in effect for a period of 20 years.

9. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All construction debris, rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

10. The discharge of firearms in the Community is prohibited. the term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.



11. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community. Notwithstanding the above, no satellite dishes shall be placed, allowed, or maintained upon any portion of the Community, including any Lot. Each owner and occupant of a lot acknowledges that this provision benefits all Owners and occupants of Lots and each Owner and occupant of a Lot agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

12. All outside storage buildings shall be subject to approval by Declarant and no metal buildings shall be allowed.

13. No abandoned or inoperable cars may be parked on the street or in driveways.

Signed, sealed and  
Delivered in the  
presence of :

Declarant  
Witness

E. Elaine Stone  
Notary Public MY COMMISSION EXPIRES FEB. 5, 1993

Declarant  
B.C.P., Inc.

Declarant  
Yost Development (Declarant)

Declarant  
Bowen and Bowen Construction, Inc.