

CATOOSA COUNTY, GEORGIA

Filed and recorded in this office

Recorded in Deed Book

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NORMAN L. STONE, Clerk

**RESTRICTIVE COVENANTS FOR THE FARM**

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Whereas, John C. Whitmire, John C. Napier, and Joseph B. Napier, hereinafter "Developers," are the owners of a tract of land as described by deed in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Clerk of Superior Court of Catoosa County, Georgia; and

Whereas, said tract has been divided into a residential subdivision known as The Farm, as shown by plat of record in Plat Book 14, Page 186+187 in the Office of the above said Clerk; and

Whereas, Developers desire to impose restrictive covenants on said subdivision in order to promote the orderly development of said tract as a residential subdivision for the benefit of Developers and the future owners of lots in said subdivision;

Now therefore, Developers impose the following restrictive covenants, which shall run with the land, on all of the lots in said subdivision.

1) Homes of rancher style construction in said subdivision must contain at least 2000 square feet of living space, on same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of one & one half and two story construction must contain at least 1600 square feet of living space on main level and must contain at least 2000 square feet of living space total exclusive of such spaces fore mentioned. All homes must be single family residence. Mobile homes, modular homes, duplexes, and apartments are prohibited.

2) No exposed concrete blocks maybe be used in the construction of any home in said subdivision. Foundations must be faced with brick, mountain stone, except that stucco may be used on the rear elevation of foundations of homes not on corner lots. The use of permestone in construction is prohibited.

3) Exterior walls of homes must have vinyl siding, stoc, or be painted, unless faced with brick or mountain stone.

4) All homes must have at least a two car garage and must enter from end or back of home. The construction of carports is prohibited.

5) All driveways must be constructed of concrete.

6) All homes must have a roof pitch of at least 7:12 and must be guttered in front and rear.

7) All homes must have a covered back porch at least 12 feet by 20 feet or must be equal to 240 square feet.

8) All homes must fully comply with all local building codes and ordinances.

9) All homes must meet *Energy Wise* specifications certified by the Atlanta Gas Light Company. All homes must be built according to the requirements of the Georgia State Energy Code and must include natural gas as the primary space heating and water heating fuel.

10) All home plans in said subdivision must be approves in writing by Developers before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home. Developers shall be given a set of plans for each home built.

11) All homes built must be completely finished, including yard, driveway, landscaping and painting, within six months of the date Developers approve the plans.

12) Outbuildings, detached garages, pools and fences may be built in rear yard only. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted the same color of the home. Pools must be of the in-ground type only.

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13) All pets shall be kept within fences in said subdivision. No cattle, goats, sheep, swine, or other farm livestock maybe kept on any lot. Horses are permitted on lots 12, 13, and 14.

14) No junk, inoperable cars, or carts in need of body repair may be parked or kept on any lot.

15) Property owners must have four flowering trees in front yard with the minimum height of 15 feet.

16) No truck larger than one ton size may be parked or kept on any lot except during construction of the home on said lot.

17) No satellite dishes in excess of 3 feet in diameter or external antennas may be erected on any lot or home.

18) All mailboxes shall be constructed of brick or mountain stone and shall have a gas light on top of them. The style of each mailbox must be approved by Developers at the time plans for home are approved. House must also have a gas light no more than 20 feet away from home.

19) Buyer agrees to install sidewalks, within six months from the time of purchase of each lot. Sidewalks shall be concrete, 48 inches wide, four inches thick, installed along all streets adjoining each lot. Specifications shall be obtained from Developers.

20) Each lot owner agrees to bear an equal share of the cost of maintenance of the subdivision entrance sign and the street lighting after installation.

21) All homes must have an 80 foot front set back from any point of construction, 10 foot side set back, and 10 feet rear set back.

These restrictive covenants are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. These covenants shall be in effect for a period of 25 years, and shall automatically be renewed for a successive period of 25 years unless canceled or amended by a two-third majority of the lot owners, evidenced in writing recorded in the Office of the Clerk of Superior Court of Catoosa County Georgia. Developers shall have the power, during the construction of homes on aid lots, to grant waivers or minor violations of these restrictive covenants that, in their opinion do not materially effect the purpose of these covenants. Developers reserve the right, as long as Developers own any lot in this subdivision, to amend any or all of these restrictions as they see fit. All other amendments shall be made by a two-thirds majority of the lot owners evidenced in writing recorded in said Clerk's Office. Either Developers or any lot owner shall have the power to enforce these restrictive covenants on any person violating them by appropriate action in a court of law of competent jurisdiction. Any person violating these restrictive covenants shall be liable for any damages caused and the cost of enforcement, including court costs and attorney's fees.

In witness whereof the undersigned have hereunto set their hands and affixed their seals, on this 22nd day of May, 1995.

Signed, sealed and delivered in the presence of:

Patricia Parker  
Witness

John C. Whitmire  
John C. Whitmire

Thomas C. Napier  
Notary Public

John C. Napier  
John C. Napier