

BK 1039PG0355

CATOOSA COUNTY GEORGIA
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NORMAN L. STONE, Clerk

Return to:
Northwest Georgia Land Title Company
7749 Nashville Street
Ringgold, Ga. 30736

**RESTRICTIVE COVENANTS
BLUFF VIEW SUBDIVISION, PHASE III**

GEORGIA, CATOOSA COUNTY

WHEREAS, the undersigned is vested with title to all of the lots in Bluff View Estates, Phase III, as shown by plat which appears of record in Plat Book 19, pages 44 and 45 in the Office of the Clerk the Superior Court of Catoosa County, Georgia (hereinafter referred to as "the subdivision") and desires to promote the development thereof as a residential subdivision;

NOW THEREFORE, for the protection of the owners of lots in the said subdivision, the undersigned does hereby impose on all lots in the subdivision and the property is subject to the following Restrictive Covenants, which shall run with the land to-wit:

(1) Said lots shall be devoted exclusively to residential use, and that no building shall be erected or maintained in the subdivision other than single-family residences, without any outbuildings, other than private swimming pools and outdoor cooking places, which are permissible. Specifically, it is provided that not one of said lots, or any part thereof, shall be used for a road right-of-way upon or across said lots, or any part of a lot, unless specifically authorized in writing by the undersigned, who reserves the right and privilege to designate any one or more lots, or parts of lots to be used for road right-of-way purposes, including a public street or road; and any party or parties purchasing lots in said subdivision are hereby charged with knowledge of such fact and that lots may not be used for roadway purposes without such authority. The rights reserved with reference to said roadways are specifically reserved for the undersigned, their heirs and assigns.

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(2) No part of any lot shall be used for residential purposes until a complete dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this Paragraph (2) being to prevent the use on any lot or portion of lot, of a garage, incomplete structure, trailer, tent, or any other type of temporary structure other than the erection of a permanent dwelling.

(3) No dwelling, building, boundary fence or wall or other structure shall be commenced, erected, placed or altered on said lots until the plans and specifications showing the nature, kind, shape, dimensions, materials, and location of such structure shall have been submitted to and approved in writing by the undersigned.

(4) All dwellings constructed within the subdivision shall be constructed with an attached two-car garage. The requirement contained in this covenant is intended to be a minimum requirement and nothing contained herein shall be construed to prevent a dwelling from being constructed with an attached garage which is larger than a two car garage..

(5) Within the period hereinafter stated, all dwellings shall be erected, exclusive of open porches and garages, with the following area requirements: (1) Single story homes shall have a minimum of 1200 square feet; (2) Split foyer homes shall have a minimum of 900 square feet on the main level with an additional 350 square feet on a lower level; (3) One and one-half and two story homes shall have a minimum of 1400 square feet with a two car garage (4) Two story homes shall have a minimum of 762 square feet on first level. This provision shall apply to the dwelling house proper. All debris and excess materials must be cleaned up and removed from the building site within six (6) months from the beginning of construction of the house. Any debris which is deposited on surrounding lots must be removed immediately. Any dirt, mud, stone, rock, or debris deposited on the street or roadway must be removed immediately.

(6) All dwellings constructed shall be constructed on a concrete footing with a block foundation or a concrete slab.

(7) Not more than one dwelling shall be erected on any one of said lots. Any dwelling on said lot shall be neatly painted or stained unless made of brick or stone. The front foundation must be of brick or stone, and the side and rear foundation must be stuccoed, unless made of brick or stone.

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(8) No building shall be located on any one of the said residential building lots nearer to the front line of the street bounding the same than thirty (25) feet, or nearer than (10) feet to any side line or alley. Satellite dishes must be located to the rear of the dwelling.

(9) No fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs or cats in the subdivision nor shall kennels be allowed in the subdivision.

(10) For the purpose of property improvement, the undersigned reserves the right to make deviations and or revisions from these Restrictive Covenants in case of conditions which might develop in the subdivision development stages which might require deviations and or revisions to facilitate reasonable and full development and use of the land; and to grant variance, where same would not materially affect the purpose sought hereby.

(11-A) All driveways on lots shall be constructed of concrete.

(11-B) All property owners must install and maintain in good repair a sidewalk 42 inches in width, along the front street and any side streets. Said side walk must be located four (2) feet from the edge of the curb.

(12) No fences shall be erected or maintained along the front line of the residence on a lot. Any other type fence must first be approved by the undersigned before being erected.

(13) Streets may not be used for vehicle parking. At no time may the street be used on a regular basis for vehicle parking. No junk or unused cars will be permitted on property if exposed. Property cannot be used for maintenance of construction equipment such as trucks, tractors, dozers or other like equipment on a regular basis. Any damage done by builder or buyer of lots to streets or curbs must be repaired by owner or builder of said lots.

(14) The undersigned reserves the right to mow the grass and weeds on any lot not built upon at the owners expense, if the owner does not mow the same.

(15) No trailer shall be allowed on any lot in said subdivision, except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots if parked to the rear of the dwelling.

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(16) The undersigned, reserve for themselves, their successors, heirs and assigns, a permanent easement under, along and over the easements as shown the master plan of the development for maintenance of utilities, water or sewage. Nothing shall be done on any lot that interferes with natural drainage of surface water to the injury of other property.

(17) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate said restrictions and to prevent them from doing so or to recover damages for violations or to obtain specific performance of these covenants

(18) The provisions herein contained shall insure to the benefits of and be enforceable by: (a) The undersigned, their successors, heirs, executors, administrators or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns, or (c) and subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

(19) No sign of any kind shall be displayed to the public view on any lot except two provisional signs five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales price.

(20) The front yards of each lot are to be sodded in connection with the construction of a dwelling on said lots.

(21) All mail boxes are to be constructed of material shown on and according to design shown on a diagram to be provided by the undersigned. Each mail box constructed shall be equipped with a gas or electric light with a photo cell control switch. Each light shall be a minimum of 8 feet above ground level and have a minimum of a 50 watt light bulb. Sample diagrams of lighting which complies with this covenant shall be provided by the undersigned.

(22) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall insure to the benefit of and be enforceable by the undersigned or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of the (10) years unless an instrument signed by the then owners of two-thirds

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of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, than no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 15 day of October, 2003.

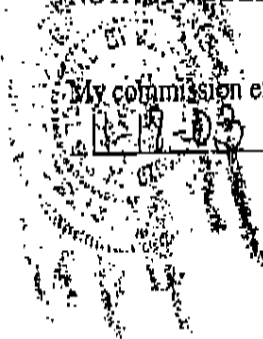
Signed, sealed and delivered in the presence of:

[Signature]

WITNESS

Willie Stringer
NOTARY PUBLIC

My commission expires:



JR'S LAND COMPANY, LLC

BY: [Signature]

ITS: Member

WORLCO CONSTRUCTION, LLC

BY: [Signature]

ITS: Member