

After recording return to:  
Woods-Christian Title Agency  
110 Howard Street  
Rossville, GA 3074

RESTRICTIVE COVENANTS - MEADOW WOODS SUBDIVISION

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WHEREAS, The undersigned, Jim Carlton and Lois Carlton, are the owners of the subdivision known as MEADOW WOODS SUBDIVISION, lying and being in Original Land Lot No. 248, in the 28th District, 3rd Section of Catoosa County, Georgia, as shown by Plat of said Subdivision of record in Plat Book 16, Page 4, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and

WHEREAS, It is desired to develop and promote said real estate as a Subdivision, and to protect the purchasers of the lots in said Subdivision.

NOW THEREFORE, In consideration of the above premises, there is hereby imposed on said Subdivision the following Restrictive Covenants:

1. No lot shall be used except for residential purposes. 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 garage for not more than two cars. Garage to be of the same material as house.
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 erect thereon; the intent of Paragraph (2) being to prevent the use thereon of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. When construction begins on the dwelling house, said house must be completed within six (6) months.
3. The ground floor area of the main structure, exclusive of one-story open porches and a garage shall be no less than 1,100 square feet for a one-story dwelling, nor less than 1,400 square feet for a dwelling of more than one story. Foundations must have brick or stone on front.
4. No building shall be located on any one of said residential building lots nearer than forty (40) feet to the front line of the street bounding same, nor nearer than thirty (30) feet to any side street; nor nearer than ten (10) feet to any interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.
6. No fence shall be constructed on any of the said residential lots nearer than twenty (20) feet to the front line of the street bounding same; also no continuous hedge or shrub which obstructs sight lines at elevations between two (20) and six (6) feet above roadway shall be permitted on residential building lots nearer than twenty (20) feet to the front line of street bounding same.
7. A five (5) foot easement is reserved for utility and drainage purposes on each side of all rear and all outside lot lines, and a ten (10) foot easement is reserved on all outside lot lines adjacent to adjoining property owners so that the minimum easement reserved for said purposes shall be ten (10) feet on all lot lines.
8. No fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon such premises, neither shall any sheep, goats, swine, or any such animals belonging to the owners or occupants thereof be allowed to roam or run at large on the street or alleys abounding

CATOOSA COUNTY, GEORGIA

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NORMAN L. STONE, Clerk

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said premises.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be not kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions. No cars or appliances that are not in regular use shall be stowed on said lots. The intent of this paragraph (9) being to prevent any lot from becoming cluttered with junk of any kind.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. All of the streets and roadways shown on the plat or survey of said subdivision are hereby dedicated to the public use for streets and roadway purposes, and shall be subject to the duly constituted public authorities.

12. Whether or any expressly stated in deed or deeds of conveyance, conveying any one or more of said lots, each conveyance shall be subject to the Zoning Acts as passed by the State Legislature or any Zoning by Catoosa County and any amendments thereof.

13. For the purpose of property improvements, Jim Carlton and Lois Carlton reserve the right to make deviations and/or revisions from these Restrictive Covenants as to the building set back line proved in Paragraph (4) hereof and as to the easements reserved in Paragraph (7) hereof. Deviations and/or variations from these restrictive Covenants shall not be made except as above provided where said deviations and/or variations would result in the construction of a dwelling of inferior quality.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by Judgment or Decree of any Court of record to be invalid, such action shall affect in no wise any of the other provisions which shall remain in full force and affect, the owners hereby declaring that said restrictions are not interdependent, by severable, and any one would have been adopted event without the other.

It shall be lawful for Grantors or other person or persons owning any other plot or plots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or then from so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this the 17<sup>th</sup> day of June, 1996.

Jim Carlton (Seal)  
Jim Carlton

Lois Carlton (Seal)  
Lois Carlton

Signed, sealed and delivered in the presence of:

Mary Ann Castonja, WITNESS

Carolyn T. Hall, M.P.

Mary Conn. expires: 2/13/2000