

SARASOTA COUNTY, GEORGIA  
Filed in this office on June 2 1995 4PM  
Recorded in Book 520 Page 315  
NORMAN L. STONE, Clerk

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RESTRICTIVE COVENANTS

NOW THEREFORE, for the protection of the owners of lots in EQUESTRIAN HEIGHTS, the undersigned, hereby declaring that he is the owner of Equestrian Heights Subdivision, does hereby impose the following restrictive covenants, which shall run with the land, to wit:

(1) That said lots shall be devoted exclusively to residential use and only one single family dwelling can be erected on a lot. Any outbuilding erected must conform to the design, color and style of the residence. Swimming pools and outdoor cooking areas are permissible. All outbuildings must be to the back of the house. Satellite dishes must be to the rear of the dwelling.

(2) Specifically, it is provided that none of said lots, or any part thereof, shall be used for a road right of way and there shall be no provisions for road right of way upon or across said lots, or any part of a lot, unless specifically authorized in writing by the undersigned, who reserve the right and privilege of designating any one or more lots, or part 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 successors or assigns.

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(3) No structure of temporary character, such as, but not limited to single wide trailers, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any residential dwelling be occupied until is completely finished on the outside, and said dwelling must be completed on the outside and interior completed sufficiently to look completed from the outside within one year from the time construction is commenced. All debris must be cleaned up from the building site within one year from the start of construction of the house. EXCEPT double-wide manufactured homes will be permitted if underpinned and maintained as a home.

(4) That no dwelling of less than 1,000 square feet interior floor area be erected and said dimensions shall be exclusive of open porches, garages and basements. This shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses.

(5) Any dwelling or outbuildings on any part of the plot herein described shall be neatly painted or stained, unless made of brick or stone.

(6) No exotic animals, livestock or swine shall be permitted on said property. Dogs and cats must be maintained in such a way as to contain them to the owner's property. Vicious dogs will not be allowed under any circumstances.

(7) Streets may not be used for vehicle parking between the hours of 2:00 A.M. and 8:00 A.M. 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

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maintenance of construction equipment such as trucks, tractors, dozers or other like equipment on a regular basis.

(8) Motor homes, campers, boats, truck campers and travel trailers may be parked on said lots or parcels if parked behind front line of dwelling.

(9) Before any dwelling on said premises shall be occupied, a septic tank approved by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of the premises therewith, said septic tank may be abandoned.

(10) That for the purpose of property improvement, the undersigned, reserves the right to make deviations and/or revision from these restrictive covenants in case of conditions which might develop in the subdivision development states which might require deviations and/or revisions to facilitate reasonable and development and use of the land; and to grant minor variations from these Restrictive Covenants, where same would not materially affect the purposes sought thereby.

(11) Fences erected on said property shall be as follows: Chain link fences up to four feet in height; all wood fences must be of proper material, i.e., treated, rail or picket fence; no slab or fences unbecoming to the subdivision will be allowed. Fences must be maintained in the same manner as subdivision standards.

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

(13) 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 and to prevent them from doing so or to recover damages for violations or to obtain specific performance of these covenants,

(14) The provisions herein contained shall inure to the benefit of and be enforceable by: (a) The undersigned, their successors, heirs, executors, administrator or assigns (b) the Grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns, or (c) any 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.

(15) No sign of any kind shall be displayed to the public view on any lot except two professional signs of no more than five square feet advertising the property for sale or signs used by the

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developers to advertise the property during the construction or sales period.

(16) The main wall of the residence erected on said land and all porches erected on said land shall not be nearer the front line than as set out on said plat and shall not be nearer the said property line than thirty feet. No lot shall be subdivided, or its boundary lines changed, except with the express written consent of owner first had and obtained. However, owner hereby reserves to himself, his successors and assigns, the right to re-plat any lots shown on any recorded plat prior to delivery of a deed therefore to a property owner to create a modified lot or lots. The covenants and restrictions herein shall apply to each lot so created thereby.

(17) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned or owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns for twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or part. Provided, however, that 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.

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

IN WITNESS WHEREOF, the undersigned, has executed this  
instrument on this the 24 day of April, 1995.

Charles B Davis (SEAL)

CHARLES DAVIS

W R Andrews (SEAL)

W R ANDREWS

Signed, Sealed and Delivered

In the presence of:

Bill Henderson

Witness

Rolien Spoultz  
Notary Public  
My Commission expires: 1-3-97

BOOK 0695 PAGE 604

EXTENSION OF RESTRICTIONS ON EQUESTRIAN HEIGHTS, PHASE TWO

STATE OF GEORGIA  
COUNTY OF CATOOSA

WHEREAS, W. R. Andrews and Charles B. Davis, being vested with title to all the lots in Equestrian Heights, Phase Two, as shown by plats of record in Plat Book 17, Pages 7, 8 and 9, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and

WHEREAS it is the desire of the said W. R. Andrews and Charles B. Davis that these lots in Phase Two be restricted as to use in the same manner as are lots in Equestrian Heights, Phase One, as shown by plat of record in Plat Book 14, Pages 178, 179, 180 and 181, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia;

NOW THEREFORE, in consideration of the premises, We, W. R. Andrews and Charles B. Davis do hereby impose upon Phase Number Two of Equestrian Heights Subdivision the same restrictions imposed upon Phase Number One of Equestrian Heights Subdivision; said restrictions being of record in Deed Book 520, Page 315, Office of the Clerk of the Superior Court of Catoosa County, Georgia.

IT IS THE INTENTION of this instrument to extend the same restrictions which govern the use of Phase One of Equestrian Heights Subdivision to also govern the use of Phase Two of said Subdivision.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 18<sup>th</sup> day of May, 1999.

Signed, Sealed and delivered  
in the presence of:

Lisa Jean  
Witness

W. R. Andrews  
W. R. Andrews

Charles B. Davis  
Charles B. Davis

Norman L. Stone  
Notary Public

My Commission Expires: 12-31-2000