

See Waiver 580/192 Lot 151
 See Waiver of Restrictions Book 422 Page 140 Lot 209
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RESTRICTIVE COVENANTS

GEORGIA, CATOOSA COUNTY. See Partial Waiver of Restrictions 1239/237 (lot 51)

WHEREAS, the undersigned, FOSTER DEVELOPERS, INC., is the owner of certain real property located in Catoosa County, Georgia, and it is the desire of the undersigned to develop and promote said real property and to protect the purchasers of said real property and their successors in title; and

WHEREAS, the following restrictions are hereby adopted and shall apply to all conveyances of real property by the undersigned WHEN SAID RESTRICTIONS ARE SPECIFICALLY REFERENCED AND REFERRED TO IN THE DEEDS OF CONVEYANCE FROM THE UNDERSIGNED TO THE PURCHASERS.

(1) That said lots shall be devoted exclusively to residential use, and that no building other than a one family dwelling or building ordinarily appertaining to dwelling houses shall be erected, maintained or used by the Grantees, their heirs or assigns, or any one deriving title or rights from or through them on any of said lots.

(2) That no part of any lot shall be used for residential purposes until first, a complete dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of the 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 a dwelling house, said house must be completed in twelve (12) months.

(3) That within a period hereinafter stated, no dwelling of less interior floor area than One Thousand (1,000) square feet shall be erected, said dimensions shall be exclusive of open porches and garages.

(4) That no more than one dwelling shall be erected on any one of said lots, and any dwelling herein described shall be neatly painted or stained unless of brick or stone; and exposed concrete blocks shall be stuccoed, and that no asbestos siding shall be used in the construction of exterior walls of any building. The front and each side of the foundation shall be brick or stone and no artificial materials can be substituted.

(5) That no building shall be located on any one of the said residential building plots nearer than forty (40) feet to the front line of the street bounding same, nor nearer than ten (10) feet to any side line or alley, on all corner lots, the building must be at least twenty-five (25) feet from the

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side street; no outbuilding or detached garage shall be located on any of said lots.

(6) That no fence shall be constructed on any of the said residential lots nearer than forty (40) feet to the road right of way of the front street bounding said lot, nor nearer than the building set back line from road right of way of any side street bounding said lot. Also no continuous hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above roadway shall be permitted on residential building lots nearer than twenty (20) feet to front line of street bounding same, nor nearer than twenty (20) feet to any side street bounding same.

(7) That 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. Also ten (10) foot easement is reserved on all front and side lot lines for utility purposes adjacent to street bounding same.

(8) That not one of said residential lots shall be resubdivided, but shall remain as will be shown on said plat, except or unless the said Foster Developers, Inc., or Wallace M. Foster rearrange boundaries on any lots and replat in such a way that any re-platted lot shall not be of less street frontage than 75 feet at building set back line and there shall not be of less area than 15,000 square feet. In either event, the restrictions contained in paragraphs 5 and 6 above shall apply to only the outside boundary lines of said building plot formed by such replatting or by the combination of the two or more lots.

(9) That no public or private street or road way shall be constructed on, through or across any of said restricted boundaries on any of said lots, except or unless that said Foster Developers, Inc., or Wallace M. Foster shall rearrange the boundaries on any of said lots and replat same in such a way as to provide for such street or road way. This provision shall not be construed to prevent the construction of a private driveway from any street shown on said plat on to any lot.

(10) That 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

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thereof be allowed to roam or run at large on the streets or alleys abounding said premises. All pets shall be kept on the premises of the lot boundary described in paragraph 6 hereof. No pets shall be kept for breeding purposes on said lot.

(11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition. No burning shall be allowed on any lot after building is completed. No cars or appliances that are not in regular use shall be stowed on any lot. The intent of the Paragraph (11) being to prevent any lot from becoming cluttered with junk of any kind.

(12) That the curb shall be removed neatly at the driveway before egress or ingress to any of said lots. Any damage to said curb bounding any of said lots shall constitute a lien on said lot until repaired to the satisfaction of Foster Developers, Inc., W. M. Foster, or the Commissioner of Roads & Revenue of Catoosa County, Georgia.

(13) That all lot owners shall be responsible for any and all commercial (concrete trucks, garbage, rubbish, etc.) vehicles exiting their properties and any refuse or spillage dropped or deposited on the roadways or on any of said lots within the subdivision, and shall further be responsible for the clean up of any such refuse or spillage to the satisfaction of Foster Developers, Inc., Wallace M. Foster and/or the Commissioner of Roads and Revenue of Catoosa County, Georgia.

(14) That no satellite dish or any other unsightly object shall be erected on any lot except at the center and rear of the building constructed on said lot and the location for same must be approved by the parties referred to in paragraph 16 hereof.

(15) That no building material, trees, stumps, fill dirt or any foreign material shall be placed on any lot not owned by said parties.

(16) That when building is completed, all lots shall have a yard with a minimum of two (2) inches of top soil with a good stand of permanent grass. The yard shall be kept properly mowed and fertilized as necessary to keep in attractive manner.

(17) That all of the streets and roadways shown on the plat or survey above referred to are hereby dedicated to the public use for streets and roadway

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purposes and shall be subject to the duly constituted public authorities.

(18) Whether or not 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.

(19) That before construction is commenced on any dwelling, the plans and specifications must be reviewed and approved by W. M. Foster, Foster Developers, Inc., or such other person designated by W. M. Foster in writing.

(20) That for the purpose of property improvement, Foster Developers, Inc., 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 these necessary deviations and/or revisions to facilitate reasonable full development and use of the land; and to consent to or waive any minor violations of such restrictive covenants.

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 effect, the owner hereby declaring that said restrictions are not interdependent, but severable, and any one would have been adopted even without the other.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of said lots of land and all title to and estates upon therein shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until July 15, 2015, or within the extended time of ten (10) years from that date, provided that the majority of the then property owners shall desire to extend said covenants and so indicate by signing and recording an instrument in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, so authorizing this extension. 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 them from so doing or to recover damages or other dues for such violations.


IN WITNESS WHEREOF, the undersigned have hereunto set their hands and

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seals, this 19th day of March, 1991.

FOSTER DEVELOPERS, INC. (SEAL)

BY: William M. Foster
President

ATTEST:

Carolyn L Payne
 Secretary

Signed, sealed and delivered
in the presence of:

Julia Higgins
 Witness
Stan L. Meech
 Notary Public

