

DECLARATION OF RESTRICTIVE COVENANTS FOR LONG ACRES SUBDIVISION

The undersigned developer (the "Developer") is the owner of a tract of land in Catoosa County, Georgia, subdivided as Long Acres (the "Subdivision"), as shown on a plat recorded in Plat Book 21 Page 176 in the Office of the Clerk of Superior Court of Catoosa County, Georgia. The Developer hereby imposes and charges upon all of the lots in the Subdivision (each, individually, a "Lot," and all, collectively, the "Lots"), including property added to and incorporated into the Subdivision after the date of this instrument, the following special covenants, conditions, and restrictions which shall run with the land for the use and benefit of all present and future owners of the Lots.

1. Architectural Committee. For a period of five (5) years from the date this instrument is first recorded in Office of the Clerk of Superior Court of Catoosa County, Georgia, or when none of the Lots is owned by the Developer or an entity owned or controlled by the Developer, whichever first occurs, the Developer shall act as the Architectural Committee. Thereafter the Architectural Committee shall consist of at least three (3) members appointed by the Board of Directors of the Long Acres Homeowner's Association.

2. Approval of Plans and Specifications. No building, fence, or other structures shall be commenced, constructed, erected, placed, or altered on any Lot until the plans and specifications showing the location, nature, kind, shape, dimensions, materials, and exterior color scheme of such structure shall have been submitted to and approved in writing by the Architectural Committee. If the Architectural Committee fails to approve or disapprove any proposed plans and specifications within thirty (30) days after the plans and specifications are submitted to the Architectural Committee, such plans and specifications shall be conclusively deemed to have been approved. The Architectural Committee shall have the right to reject or disapprove any plans which do not comply with these covenants or which are inconsistent with the architectural standards of the Subdivision.

3. Catoosa County Ordinances. Lot owners are responsible for adhering to all zoning, building, health, storm water and soil erosion, and other regulations of Catoosa County, Georgia.

4. Standard of Review. It is not the Architectural Committee's purpose or prerogative to unreasonably limit construction styles or to dissuade creative housing designs, but rather to protect all homeowners' property values. Therefore the Architectural Committee shall have the right to disapprove any plans and specifications that, in the opinion of a majority of its members, in the exercise of a reasonable discretion, do not conform to the provisions of this Declaration or are not suitable or appropriate for aesthetic or other reasons. In reviewing the plans and specifications, the Architectural Committee shall have the right to require as many as four elevations drawn to scale together with topographic information, and to take into consideration the suitability of the proposed structure, the materials of which it is to be built, and the site upon which it is to be erected. The Architectural Committee may also consider the total investment contemplated, the harmony of the proposed structure with the Subdivision and the surroundings, and the effect of the structure as planned on the views from other Lots.

5. **Contractors.** All builders and contractors performing work on any Lot must be appropriately licensed in the State of Georgia to perform such work.

6. **Building Restrictions.** All dwellings and other structures constructed on the Lots shall be constructed and maintained in accordance with the following restrictions:

a. The Lots shall be used for single-family residential purposes only.

b. No building of any kind, whatsoever, shall be erected or maintained on any Lot except a residence having a minimum heated living area of not less than 1800 square feet, exclusive of porches, breezeways, garages, carports, and similar areas. All garages and carports must be attached to the main residence. Only one single-family residence shall be erected on each Lot. A residence may be built upon land contained in more than one Lot; provided, however, that all such Lots shall be considered as a single Lot for purposes of the application of these building restrictions, but not for purposes of determining voting rights and liability for dues and assessments of the Long Acres Homeowners' Association. Any re-platting or re-subdivision of one or more Lots must conform to applicable zoning laws and regulations and shall not serve to reduce the number of Lots in the Subdivision for purposes of these restrictions. A single-family dwelling may have in-law apartments but not to be a separate dwelling. No split-level, split-foyer, or garage dwellings shall be permitted. A living area having clear headroom of less than seven (7) feet shall not be included within any computation or calculation of heated living area of any dwelling for purposes of this covenant.

c. Any dispute or question pertaining to classification of architectural type, correct computation of square footage of heated living area, or other matter of dispute or question pursuant to this covenant shall be determined by the Architectural Committee, whose decision or determination shall be conclusive and binding upon all parties.

d. Detached buildings of any type shall be of the same architectural style and materials as the dwelling and approved by the Architectural Committee. Pool houses must be of the same type of materials and style as the dwelling and approved by the Architectural Committee. Barns, stables, and any other type of outbuilding must be approved by the Architectural Committee.

e. Above-ground pools shall not be permitted.

f. No residential dwelling shall be occupied until its construction is substantially complete. Once the footings of any building are poured, construction must progress continuously (with reasonable allowance for weather conditions, labor conditions, and the availability of materials) until the building is fully completed. Construction of the residential dwelling and all related driveways, sidewalks, and landscaping must be completed within one (1) year from the date upon which construction first commenced, including the removal of building materials and debris from the Lot. The owner of the Lot violating either of these provisions shall be liable to the Architectural Committee for liquidated damages at the rate of one hundred dollars (\$100.00) per day for each day the violation occurs, and to the payment of such court cost and attorney's fees as may be incurred in the enforcement of these provisions.

g. Construction of the residential dwelling must be constructed before the erection of any detached building or other structures. Prior to the completion of the construction of the residential dwelling, no structure of a temporary character, such as, but not limited to trailers, basements, tents, shacks, garages, barns, or other outbuildings not directly related to the construction of the residential dwelling shall be constructed or maintained on any Lot. No temporary structure shall be used on any Lot at any time as a residence.

h. No residential dwelling shall be occupied until the front yard has been seeded or sodded with grass. Occupancy of the dwelling prior to seeding or sodding may be approved by the Architectural Committee if weather conditions make seeding or sowing unreasonable.

i. The minimum set-back line of each dwelling from the right-of-way of the street it faces shall be fifty (50) feet, and no dwelling shall be located nearer than twenty (20) feet to any side property line of the Lot, nearer than twenty-five (25) feet to the rear property line of the Lot, nor nearer than thirty (30) feet to the right-of-way line of any side street. All measurements are exclusive of any porches, stoops, steps, and similar attachments not covered by the roof of the dwelling.

j. Each residence shall have a garage sufficient to house at least two (2) cars. The interiors of all garages shall be finished with sheetrock or paneling and no garage may open to the front street without the specific prior written approval of the Architectural Committee. On corner lots, the garage may open to the side street.

k. All driveways must be paved with asphalt, concrete, or other surface material approved by the Architectural Committee. The driveway on any Lot may not be less than three (3) feet from the nearest lot line. Driveways must be paved from the street for a distance of a minimum of fifty (50) feet but the remainder of the driveway may be paved or graveled.

l. The majority of the trees may not be removed from any Lot except from the area of the Lot on which the dwelling, sidewalks, driveways, and other structures are to be constructed. All trees to be removed must be shown on a site-clearing plan approved by the Architectural Committee.

m. Any damage done to any street or other common element of the Subdivision by the owner of any Lot, a guest or invitee of the Lot owner, or a contractor employed by the Lot owner, must be repaired to the satisfaction of the Architectural Committee as soon as reasonably possible at the expense of the Lot owner or contractor.

n. Only quality materials and workmanship will be accepted on any structure built on any Lot. PermaStone and exposed asbestos shingles are specifically prohibited as exterior materials. No concrete blocks shall be used above the finished ground elevation of any structure unless the blocks are covered with brick veneer or stone. Chimneys shall be veneered with brick, stone, or other material approved by the Architectural Committee. All exterior finish materials must be approved by the Architectural Committee. Siding may be cement fiber board, hardy plank, brick, stone, or other material approved by the Architectural Committee. Any masonite siding must have at least six (6) inch laps and be installed in accordance with the manufacturer's

instructions. Vinyl siding is not permitted except on the rear of the dwelling structure and on eaves or with the approval of Architectural Committee.

o. No satellite dishes more than thirty-six (36) inches in diameter or more than four (4) feet in height or other similar communication structures shall be allowed on any Lot.

p. Exterior lighting must be directed and appropriately shaded so as not to constitute a nuisance to the occupants of other Lots.

q. All flagpoles must be attached to the dwelling structure and may not extend above the roof-line of the structure.

r. The location, dimension, and building materials of all fences must be submitted to The Architectural Committee for approval. No chain-link fences are permitted except for kennels for domestic animals that must be located to the rear of the dwelling structure and not be visible from the street at the front of the dwelling. The location, size, and building materials of any kennel must be submitted to The Architectural Committee for approval. No barbed-wire fences shall be permitted with the exception of along the east, south, and west sides of Lot 1 as long as the adjacent property is used for the keeping of cattle.

s. Air conditioning and heating units shall be architecturally screened or screened by landscaping so as not to be visible from any street. No window unit air conditioning or heating units are permitted.

t. No trailer, mobile home, junked or inoperable vehicle, tent, shack or other similar structure shall be permitted to remain on any Lot overnight.

u. No motor home, camper, boat, or other recreational vehicle may be stored or parked overnight on any Lot or street in the Subdivision except with the approval of the Architectural Committee. Such vehicles must be parked to the rear of the residence in such manner as will block the view of the same from the streets adjoining the Lot.

v. No tractor-trailer trucks (either cabs or trailers) shall be parked overnight on any of the streets in the Subdivision or on any Lot.

w. No residence shall be rented for occupancy by someone other than the Lot owner for a term of less than six (6) months without the approval of the Architectural Committee.

x. Unless otherwise approved in writing by the Architectural Committee the roof of all structures on a Lot must have a pitch ratio of not less than 9 (vertical) to 12 (horizontal). A color choice for roofs, trim, and exterior finishes of dwelling structures will be one of the "color tones" approved by the Architectural Committee. A guide of approved "color tones" is available from the Architectural Committee.

y. No garden tools, wheelbarrows, lawn mowers, bicycles, vehicles, toys, or equipment of any nature shall be left overnight in the yard of any Lot visible from any street. All recreational playground equipment placed or installed on a Lot shall be placed behind the house with the exception of a basketball goal that may be placed in

the driveway. In the event that any Lot owner shall, after three (3) days written notice from the Architectural Committee, fail to remove any of the above-described items from the yard, then the owner of any Lot violating this provision shall be liable to the Architectural Committee for liquidated damages at the rate of twenty-five dollars (\$25.00) per day until the items are removed and to payment of such court cost and attorney's fees as may be incurred in enforcing this provision.

z. No livestock or fowl shall be kept or allowed to be or remain on any Lot with the exception of one horse per acre of fenced pasture. The area containing a horse shall be securely and appropriately fenced.

aa. All pets must be housed and maintained in accordance with applicable local and state laws, specifically leash laws.

bb. Any chimney or flue on an exterior wall must have an adequate foundation.

cc. All mailboxes must conform to the uniform specifications established by the Architectural Committee.

dd. All window frames and sashes on any portion of the dwelling structure visible from the street must be wood or vinyl unless otherwise approved by the Architectural Committee.

7. Use Restrictions. All of the Lots shall be used in accordance with the following restrictions:

a. No activity constituting a nuisance shall be permitted or carried on upon any Lot.

b. No sign of any kind shall be displayed to the public view on any Lot except a professionally lettered sign of not more than five (5) square feet advertising the property for sale, or any signs used by the Developer to advertise the property for sale or development during the construction or sales period. All builder signs must conform to the specifications of the Architectural Committee.

c. No trade or business of any kind or character, the practice of any profession, nor any other occupation for profit shall be permitted to be advertised or carried on upon any Lots except in accordance with applicable zoning ordinances.

d. The following uses and structures described in Article VII, Section 7.1. of the Catoosa County Zoning Ordinance pertaining to an A-1 Agricultural 10 District are not allowed on any Lot: Items 1, 2, 3, 4, 5, 6, 7, 8, 9 (except as described elsewhere in this document), 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

e. 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 excavation or shafts be permitted upon or in any Lot.

f. Holiday lights are permitted to be displayed in the Subdivision but must not be illuminated prior to November 15th and must be removed by January 15th.

g. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall be kept in sanitary containers.

All equipment or containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and kept at the rear of the house.

8. Maintenance. All Lots must, from the date of purchase from the Developer, be maintained by the owner in a neat and orderly condition with the grass and shrubbery being cut and trimmed when needed and leaves, broken limbs, and other debris being promptly removed. In the event that the owner of a Lot fails to maintain the Lot in a neat and orderly condition, the Architectural Committee may enter upon the Lot without liability, put the lot into an orderly condition, and recover the cost of such work from the owner and such court costs and attorney's fees as may be incurred in enforcing this provision.

9. Homeowner's Association. The Developer has caused the Long Acres Homeowners' Association (the "Homeowners' Association") to be formed and incorporated as a non-profit corporation under the laws of Georgia for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations of the Homeowners' Association as set forth in this Declaration. The Homeowners' Association shall operate under the direction of its Board of Directors (the "Board of Directors"), which shall be elected and shall take action in accordance with the Bylaws of the Homeowners' Association (the "Bylaws"), a copy of which is attached to this Declaration.

a. The Owner of every Lot shall be a Member of the Homeowners' Association as more particularly set forth in the Bylaws of the Association, a copy of which is attached to this Declaration.

b. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are owned by the Homeowners' Association and designated as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Homeowners' Association if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Lot owners, persons occupying dwelling units or accommodations of Lot owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Homeowners' Association), subject to the fee schedules and operating rules adopted by the Homeowners' Association. The Common Properties may include but not be limited to streets, street lights, entrance and street signs, pool, pool house, parks, ponds, medians in roadways, maintenance easement areas, and landscaping easement areas.

c. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Homeowners' Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

d. Each Lot owner, by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and to pay to the

Homeowners' Association annual assessments and special assessments for the purposes set forth in this Declaration, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more owners, to the Homeowners' Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection thereof or as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board of Directors, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an owner, the assessments will continue to be based upon the number of original Lots. If any original Lot is subdivided, the assessment on such original Lot shall be prorated between the owners of each separate portion based upon the square footage owned by each owner.

e. The annual assessments levied by the Homeowners' Association shall be used exclusively to provide services to the Lot owners, promote the recreation, health, safety, and welfare of the Lot owners, and for the improvement and maintenance of the Common Properties.

f. The initial annual assessment shall be Twenty-five Dollars (\$25.00) for each Lot. The amount of the annual assessments may be increased or decreased by the Board of Directors from time-to-time with the consent of seventy-five percent (75%) of the Members who are in attendance or represented by proxy at the annual or any special meeting of the Homeowners' Association called for that purpose.

g. In addition to the annual assessments, the Homeowners' Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five percent (75%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

h. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way.

i. The following property, individuals, or entities, otherwise subject to this Declaration, shall be exempted from the assessment, charge and lien created herein with regard to annual or special assessments.

- (i)** The grantee of a utility easement,
- (ii)** All properties dedicated and accepted by a local public authority and devoted to public use,

(iii) All Common Properties, and

(iv) All properties exempted from taxation by the laws of the State of Georgia upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels, or similar classification of the owners.

j. Date of Commencement of Annual Assessments,

(i) The annual assessments provided for herein shall commence on the date upon which the Developer sells the first Lot in the Subdivision.

(ii) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year; however, the Board of Directors may authorize payment in four (4) equal quarterly payments.

(iii) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

k. Recognizing that the necessity for providing proper operation and management of the Common Properties entails the continuing payment of costs and expenses thereof, the Homeowners' Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Homeowners' Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of the sale of that Lot by the Developer. The lien granted to the Homeowners' Association may be foreclosed as other liens are foreclosed in the State of Georgia. Failure by the owner or owners to pay any assessment, annual or special, on or before the due dates set by the Homeowners' Association for such payment shall constitute a default, and this lien may be foreclosed by the Homeowners' Association.

l. In any conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) thereof.

m. The liens provided for in this Declaration shall be subordinate to the lien of any mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot having a due date on or prior to the date such mortgage is recorded have been paid.

10. Developer Rights. The Developer shall have the right to alter, change, divide, or subdivide any Lot owned by the Developer as the Developer, in the Developer's sole discretion, may desire.

11. Right to Abate Violations. If any Lot owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations, or easements provided in this instrument, any other Lot owner may

prosecute any proceedings at law or in equity against the Lot owner or owners violating or attempting to violate the terms of this instrument, to prevent them from so doing so, to recover damages for such violations, or to obtain specific performance of these covenants.

12. Right to Enforce. The provisions contained in this instrument shall inure to the benefit of and be enforceable by: (a) the Developer and its successors or assigns; (b) the grantees in deeds conveying Lots in the Subdivision, their respective heirs, personal representatives, or assigns; (c) any subsequent owner of any Lots in the Subdivision; or (d) the Architectural Committee or its duly authorized representative. The costs and expenses incurred for enforcing the provisions of these Restrictions, including court costs and reasonable attorneys' fees, shall be borne by the Lot owner against whom enforcement is sought. The failure of any persons or organizations to enforce any of the restrictions, conditions, covenants, or agreements contained in this instrument shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any subsequent breach.

13. Community Subdivision Sign. There shall be a community subdivision sign in the general location shown on the Plat of the Subdivision. Each Lot may be assessed a yearly maintenance fee for the upkeep of the common property as determined by the Long Acres Homeowners' Association. A perpetual easement is retained for the maintenance of the subdivision sign.

14. Right to Assign. Any or all of the rights, powers, duties, and obligations which are assumed by or reserved or given to the Developer or the Architectural Committee, may be assigned and transferred to the Long Acres Homeowners' Association at such time as the Developer or the Architectural Committee shall determine. Upon such assignment or transfer, the assignor or transferor and its successors and assigns shall be released from all rights, powers, duties, and obligations assumed or reserved in this instrument.

15. Right of Reservation. There is reserved for the Architectural Committee the right at any time to modify or change these restrictions with respect to any Lot in the event of a minor violation of the same. A statement of such modification or change contained in any instrument duly acknowledged and recorded in the Office of the Clerk of Superior Court of Catoosa County, Georgia, shall be conclusive and binding upon all parties that the violation is minor in nature. Such modification or change shall be applicable only to the specific Lot or Lots designated in such instrument.

16. Duration. Except as otherwise expressly provided in this instrument, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable for a term of twenty (20) years from the date this instrument is recorded in the Office of the Clerk of Superior Court of Catoosa County, Georgia. Prior to such expiration and any extension thereof, the owners of not less than fifty percent (50%) of the Lots in the Subdivision shall have the right to amend these restrictions from time to time and to extend the expiration date in increments of ten (10) years.

17. Severability. The invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions.

18. Enforcement. The Developer, the Architectural Committee, and the Long Acres Homeowners' Association are jointly and severally authorized to place a lien upon a Lot for any damages, liquidated or otherwise, owed by the owner of any Lot, together with the costs of enforcing the covenants and restrictions of this instrument. The lien shall be for the amount sufficient to cover the costs, including legal expenses, of enforcing these restrictions. All such liens shall be subject and subordinate to any deed of trust encumbering any Lot or Lots.

19. Amendment. The covenants and restrictions of this Declaration may be amended at any time by an agreement signed (a) by the Developer, if the Developer or an entity owned or controlled by the Developer is then the owner of one or more Lots, and (b) by the owners of not less than two-thirds (2/3) of the Lots. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of Superior Court of Catoosa County, Georgia. Every purchaser or grantee of any interest in any Lot or any additional property now or hereafter made part of the Subdivision, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration are binding on all the Lots and may be amended as provided in the Section.

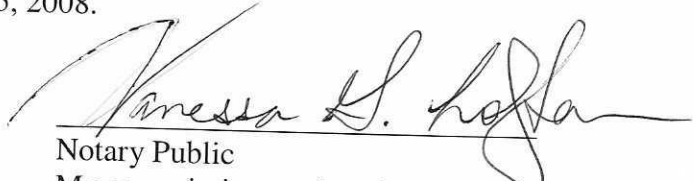
September 5, 2008


WILLIAM LONG, Developer

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, a Notary Public in and for this State and County, WILLIAM LONG, known to me by personal acquaintance, or proved to me on the basis of satisfactory evidence, to be the person named in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument, as his free act and deed, for the purposes stated therein.

Witness my hand on September 5, 2008.


Notary Public
My commission expires October 19, 2008

This instrument was prepared by:
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