

BK 1092PG0389

# Restrictive Covenants

For

## The Pointe

Subdivision

CATOOSA COUNTY GEORGIA  
Filed and recorded in this officeMay 17, 20 04 at 9 AM  
Recorded in Deed Book 1092 Page 389  
NORMAN L. STONE, Clerk

✓ pickup

Best Developers, LLC, a Georgia Limited Liability Company, and hereinafter referred to as Developer, is the lawful owner in fee simple of all lots of The Pointe Subdivision, as recorded in Plat Book 19 Page 130, in the Register's Office of Catoosa County, Georgia desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future owners of any one or more of said lots does hereby impose upon all of said lots, the following Restrictive Covenants, which shall run with the land, to-wit.

NOW THEREFORE, THE POINTE, does hereby name one (1), to read as follows:

1. All of said lots in said subdivision shall be, and be known and described as:
 

**Residential lots**, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage with doors which may also be located in the basement, and which must be for a minimum of two cars. No gravel vehicle parking areas are to be placed outside the garage. An attached portico is permitted, provided it is attached to the home and made of the same materials as the exterior of home, the detail and description must be approved by the developers. No carports will be allowed.
2. No residence shall be designed, patterned, constructed, or maintained to serve or for the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose that in anyway negatively affects the neighborhood as a whole or it's individual residents. Nor, shall any lot be used to park trucks or other equipment inconsistent with ordinary residential uses.
3. No building shall be located on any lot nearer than 30 feet to the front line or nearer than 25 feet to any side street line or nearer than 15' to any interior lot line; further, there are certain setback requirements provided for and shown on the subdivision plat, which are incorporated in and made a part of these Restrictive Covenants. No structure, other than an in ground swimming pool, appropriated pool facilities, outdoor fireplaces, etc., of approximately ground level construction shall be located nearer that 25 feet to any rear lot line. No above ground pools are allowed.
4. It is provided that not more than **one dwelling house** shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, developer does hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or sewage lines serving other lands, and developer reserves the exclusive right to grant, transfer and convey these rights to others.

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5. No noxious or offensive activity (including unusually loud noise) shall be carried on upon any lot. Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All owners of pets shall abide by the leash laws.
6. Trucks, motor homes or other vehicles that are larger than a full size pick up, or a 12 passenger van, are not permitted to be parked anywhere in the subdivision. Cars or other vehicles are not to be stored in homeowner's yard. Streets in the subdivision are not to be used for long-term parking of any vehicles. All boats, boat trailers, campers, motor homes, etc., and must be enclosed inside the garage. All basketball goals, skateboarding ramps, batting cages, playground equipment or other similar items of any kind must be kept in the rear of the residence at all times. Homeowners are asked NOT to store items outside (and easily visible) that might be considered unsightly or offensive by neighbors.
7. **Satellite dishes** shall not be allowed, except the 18" round or the 22"X 36" small oval satellites. All satellite dishes must be located in the rear of the home or lot and not visible from the street. No radio towers or TV antennas are allowed.
8. No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this paragraph (7) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, developer and builders reserve the continuing right to maintain the temporary field office and the construction office trailer and any unsold lot in the subdivision as long as developer and builders are engaged in the development and marketing of the subdivision and/or in the subdivision, and/or in the construction or residences on lots in the subdivision.
9. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.
10. No dwelling house shall be erected or permitted to remain on any lot in the Subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, eaves, steps and basements (whether finished or not), set forth below:
  - (A) **All one level residences to be a minimum of 2400 square feet.**
  - (B) **All other style residences to be a minimum of 2800 square feet with a minimum of 1600 square feet on the main floor.**
11. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. No more than one dwelling shall be erected on any one of said lots and any building on the premises shall be made of Georgia State approved "sto"<sup>TM</sup> or equal, stone, brick or vinyl siding with feature sections approved by the developer. The front elevation must consist of at least 50% brick or stone. No artificial brick should be used. All foundation elevations shall be brick, "sto"<sup>TM</sup> or equal, or stone finish with the exception of the back of the house which can be block with stucco finish, provided it is not visible by other lots or homes. All fireplaces must be enclosed to ground level. Each dwelling must have a uniform mailbox with a light attached which

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shall be approved by the developer and installed by the owner or contractor at the time of construction and before the house is occupied.

- A. Developer reserves the right to install fencing at the easement lots bordering on subdivision perimeter. The owner or contractor may install fences after approval by the developer of the design and material used in such fence construction.
  - B. All fireplace chases visible from front elevation of house to be "sto"<sup>TM</sup> or equal, brick, stone, or vinyl siding.
  - C. All houses to be constructed using wood, vinyl, or clad windows.
  - D. All front and side street lawns to be sodded with Bermuda, Fescue or Zoysia sod. Landscape plans to be approved by developer and installed within 90 days of completion of house or occupancy.
12. It shall be permissible for developer to rearrange boundary line lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.
13. A driveway must serve each residence constructed upon a lot, paved with concrete or brick approved by the developer. No asphalt driveways will be permitted.
14. Each and every lot shall have constructed, a sidewalk placed two (2) feet back from the curb. The 2 feet strip shall be sodded to match yard and void of any other landscape. This sidewalk must be three (3) feet wide and built to uniform standards. Sidewalks are to be constructed by the owner or builder of the lot, at the end of his house construction.
15. No bathhouses or other buildings will be permitted to be erected or maintained without the written approval of developer of its location, style, material, and size.
16. Before any construction is carried out upon any lot,  
**plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to developer,**  
and written approval thereof by developer must be procured. Because of the developer's intense concern that all of said lots develop into a subdivision of character and good taste, many factors will include, among other things, such consideration as; how the architectural style fits in with the other homes constructed in the subdivision, landscaping, roof pitch, masonry and siding materials, window placement, driveway and garage door location and the like. A roof pitch must be minimum 7/12 unless otherwise approved by the developer.
17. No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots herein above described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.
18. Whether expressly stated so or not in any deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.
19. All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and

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other debris removed when needed). Tree limbs, rocks and other debris must be kept out of the street. In event that an owner fails, of his own volition, to maintain his lot in a neat and orderly condition developer may enter upon said lot without liability and proceed to put said lot into a neat and orderly condition, billing cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks, delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clear of concrete blocks, concrete and building materials while residence is under construction.

20. There shall be **no detached garages, carports, outbuildings** or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus, a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.
21. No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period and signs referring only to the premises on which displayed.
22. Any damage done to the street, sidewalk or curbing by the owner of any lot or by contractor employed to build improvements on any lot will be repaired immediately at the expense of the owner or contractor. The owner or contractor must provide temporary construction support for the curbs and sidewalks during the time of construction.
23. Builders shall maintain lots and construction sites in a clean manner during construction. Trash and excess material shall be cleared. The contractor causing such to occur must clean mud or debris on the street caused by new construction with reasonable promptness. Following written notification from Developer, the builder or contractor can be held legally responsible for expenses incurred if Developer has to have the construction site cleaned up.
24. **Fences** are allowed no nearer the front line than the rear elevation of the residence. The developer must approve the design and materials in such fence. All fences facing any roads must be no more than six (6) feet in height. In the case of corner lots, no fence will be allowed closer to the side street than the corner of the house.
25. All **propane tanks** are to be buried.

### **Declarations Related to The Pointe Subdivision Restrictions**

In the event that, for any reason, anyone or more of the forgoing protective covenants and restrictions be construed by judgements or decree of any court record to be invalid, such action no way effect the other provisions, which shall remain in full force and effect, the owner is hereby declaring that said restrictions are not interdependent by severable, and any one would have been adapted without the others.

Each and everyone of the aforesaid covenants, conditions, and reservations shall attach to and run with each and every one of the said lots of land and titles to, and estates therein, shall be subject thereto and

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the same shall be binding upon each and every owner occupant of the same until January 1, 2014 and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Catoosa County, Georgia.

Neither the undersigned, nor any part of parties claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions and restrictions shall run with and be appertained to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions provided for before January 1, 2014 or within the extended time as herein before provided for, it shall be lawful for the developer, their respective successors, heirs or assigns, or any person or persons owning any of said lots 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, including responsible attorney's fees.

WITNESS by hand this 13 day of MAY, 2004.

Bernard Brown  
Bernard Brown, Best Developers, LLC

John C. Whitmire  
John C. Whitmire, Best Developers, LLC

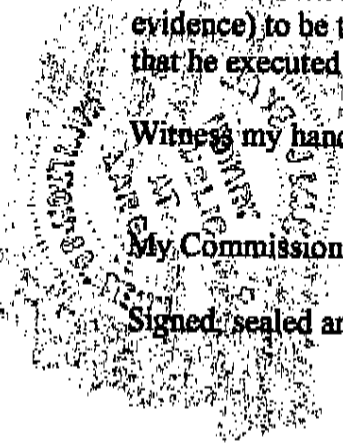
State of Georgia  
County of Catoosa

On this 13 day of MAY, 2004 before me personally appeared Bernard Brown and John C. Whitmire, to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and Notarial Seal: Kaye Jones  
Notary/Public

My Commission expires: 03-28-05

Signed, sealed and delivered in the presence of: Jewey J. Reburn  
Witness



**AMENDMENT TO RESTRICTIVE COVENANTS FOR  
THE POINTE SUBDIVISION**

The undersigned, constituting all of the individuals and/or entities owning any interest in all of the lots in the Pointe Subdivision (the "Subdivision"), as shown on Plat recorded in Plat Book 19, Page 130 and rerecorded in Plat Book 19, Page 257 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, hereby adopt the following Amendment to the Restrictive Covenants of the Subdivision:

WHEREAS, the Restrictive Covenants of the Subdivision are presently recorded in Deed Book 1092, Page 389 in the Office of the above said Clerk; and

WHEREAS, the undersigned have determined that it would be in their best interests and would be beneficial to the lots in the Subdivision to adopt the amendments set forth herein; and

WHEREAS, specifically, the parties desire to amend the Restrictive Covenants of the Subdivision to permit the construction of certain outbuildings and to regulate the location, design and materials used in connection with any outbuilding constructed.

NOW, THEREFORE, the undersigned do hereby amend the Restrictive Covenants of the Subdivision as follows:

1. **Amended Item No. 20:** Item No. 20 of the Restrictive Covenants of the Subdivision is hereby deleted in its entirety and the following provision is included in its place and stead:

"No outbuildings, detached garages or other detached structures shall be constructed unless the same are the same as or similar to the main house in both design and materials used in construction. Any detached structure permitted hereunder shall have the same roof design, including pitch, as the main dwelling, shall have the same color scheme as the main dwelling and shall contain at least 50% brick. No exposed concrete block shall be used in connection with any detached structure permitted to be constructed hereunder. If any detached structure shall be accessed by a vehicles of any type, a paved drive shall be constructed and installed from the street and/or main drive to the entrance of the detached structure. No detached structure of any type shall be constructed unless and until the developer has approved the location, size, design/style and construction material to be utilized in said structure. After all lots in the Subdivision had been sold, any approval required by the developer hereunder shall be the responsibility of the Homeowners Association of the Subdivision."

2. **Remainder of Restrictions:** Except as to the modifications and amendments specifically set forth herein, the remainder of the Restrictive Covenants of the Subdivision are unaffected and remain in full force and effect.