

RESTRICTIVE COVENANTS

WENDY VALLEY SUBDIVISION

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GEORGIA, CATOOSA COUNTY. ◇◇◇

In consideration of the premises, and for the protection of the undersigned and future owners of lots in said subdivision, this DECLARATION AND AGREEMENT is made:

(1) Use of Land. The land included in said WENDY VALLEY SUBDIVISION shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained on the land zoned solely for private residential purposes except

- (a) private dwelling houses, each dwelling house being designated for occupancy by a single family;
- (b) private garages for the sole use of the respective owners or occupants of the building plots upon which such garages are erected, which may contain living quarters for one or more employees of such owners;
- (c) building (including garages in paragraph "(b)" hereof) for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, private greenhouses, spring or pump houses, garden shelves and bathhouses accessory to swimming pools; and
- (d) a building to shelter a dog kept for the pleasure of the occupants of the land. Not more than one residence shall be erected or maintained upon any building plot. A building plot as used in this instrument shall be defined as one or more entire lots shown upon the recorded plat or as one entire lot and a part or parts of adjoining lots. The main dwelling must be constructed before the erection of any secondary building and no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
- (e) All lots must have a gas light located at the end of the driveway.
- (f) Construction shall start no less than six (6) months after purchase and should be completed no less than one year after purchase of any lot.

(2) Approval of Plans. No building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the undersigned, or their duly authorized representative.

CATOOSA COUNTY, GEORGIA

Filed and recorded in this office

Recorded in Deed Book

April 18, 96
548 Page 739

NORMAN L. STONE, Clerk

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(3) Dwelling Minimum Size. No dwelling shall be permitted on any lot having a ground floor area of the main structure, exclusive of one-story open porches, breezeways and garages, of less than 1,100 square feet for a one-story dwelling, and a dwelling having more than one story, not less than 1,300 square feet.

(4) Building Location. No building shall be located on any lot nearer than thirty (30) feet to the front line, or nearer than ten (10) feet to any side street line, and no building shall be located nearer than ten (10) feet to an interior lot line.

(5) Nuisances and Commercial Use. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for the purpose connected with any trade, business or profession, shall be permitted upon any of the land shown upon the recorded plat. No nuisances shall be permitted or maintained upon the land. Minor agricultural pursuits incidental to residential use of the land shown upon the recorded plat shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

(6) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

(7) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are controlled at all times by their owners. Animals shall not be kept in pens, kept tied or chained, and must be controlled to prevent noise and odor. No animals shall be bred or maintained for any commercial purpose.

(8) Subdivision of Lots Prohibited. No lot may be re-subdivided into lots or smaller area, except for incorporation into another lot or lots, in which case the subdivided area and the lot to which it is newly attached shall be considered one lot for the purpose of this plan. All houses constructed in this subdivision shall front on the street upon which the respective lots on which said houses are constructed front, excepting corner lots, which are not included in this restriction as to frontage. No fence shall be erected in front of house from the front corner lot.

(9) Sanitation. In connection with the improvement of any building plot in said subdivision, such building plat shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system to be constructed and maintained in accordance with the sanitation code and specifications prescribed by the State or County authority.

(10) Utilities Easements. The undersigned reserve for themselves, their successors and assigns, a permanent easement under, along and over the easement as shown on the master plan of said development for the carrying of utilities, water, or sewage and for the necessary maintenance of such facilities; and nothing shall be done on

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any building plot that interferes with the natural drainage of surface water to the injury of other property.

In addition to the easements shown on mater plan, the undersigned also reserve a five (5) foot easement 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 n all lot lines. An additional ten (10) foot easement is reserved on all front and side lot lines for utility purposes adjacent to the street bounding same.

(11) Streets. All streets shown on the plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of the owners or holders of lots for water, gas, sewer, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of other abutting lots. No public telephone, sewer, water or other public lines or services shall be run into or across any lot except through and along such easements. This restriction does not apply to house service connecting lines. All lost are conveyed and held also subject to an easement granted to providers of utilities for construction and maintenance of electric power lines to be recorded in the office of the Clerk of the Superior Court of Catoosa County, Georgia.

(12) Dwelling Requirements. The foundation walls on the front of the house must have facing of brick or stone and the foundation walls on the rear of the house must have facing of brick, stone or stucco. No artificial stone or brick will be permitted.

(13) Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by (a) the undersigned, their successors or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, successors, administrators or assigns; (c) any subsequent owner of the land in said subdivision; and the failure of any of the above persons to enforce any restrictions, conditions, covenants or agreements herein conveyed shall in no event be deemed a waiver of a right to do so thereafter as to the same or as to any breach prior or subsequent thereof.

(14) Right to Abate Violations. If any lot owner at any time shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, it shall be lawful for any person or persons owning any real estate shown on the plan of Harden Place Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate and to prevent them from doing so or to recover damages or other dues for such violation.

(15) Right to Terminate. These restrictions shall be taken to be real covenants running with the land shown upon the recorded plat and shall be binding upon all parties, persons and corporations owning land in said subdivision, and their heirs, executors, administrators, successors and assigns, until May 24, 2015, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years, unless by appropriate instrument in writing and consent to their termination in whole or in part shall

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be files for record, executed and acknowledged by the undersigned and by the owners of not less than a majority of the lots.

(16) Lands Affected. Only the land shown on the recorded plat of subdivision shall be subject to and bound by the restrictions, covenants, conditions and easements set out in this instrument, and none of said provisions shall in any manner effect or be operative in respect to any other lands of the subdivision, its successors and assigns.

(17) Right to Reservation. The undersigned reserve the right, at any time, to modify or change set-back restrictions in the event of a minor violation of the same caused by inadvertence and a statement of modification contained in any instrument duly acknowledged and recorded in the office of the Clerk of the Superior Court of Catoosa County, Georgia, shall be conclusive and binding upon all parties that any violation in minor in nature and caused by inadvertence and that the new set-back restrictions contained in such instrument shall be sufficient to provide new set-backs in accordance with its terms.

The undersigned hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements, or provisions contained herein so long as they shall be the owner of fifty per cent (50%) of the lots shown upon said plan.

(18) Use of Sample Houses. The undersigned, during such time as they shall continue to be the owners of any lot shown upon any plot plan, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses and such use of such houses for sample or display purposes shall not be construed as a violation of the residential provisions of these restrictions.

(19) Invalidation. The invalidation of any agreements of any one or more of the covenants, restrictions, conditions and agreements herein contained, or any part or parts thereof, by judgement or court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

(20) The curb shall be removed neatly at the driveway before egress or ingress to any said lots. Any damage to said curb or streets during construction of any house shall constitute a lien on said lot until repaired to the satisfaction of the undersigned or their duly authorized representative.

(21) All lot owners shall be responsible for any and all commercial (garbage, rubbish, concrete trucks, etc.) vehicles exiting their properties, and any refuse or spillage dropped or deposited onto the roadways or on any of said lots within the subdivision; and said lot owners shall further be responsible for the clean-up of any such refuse or spillage to the satisfaction of the undersigned or their duly authorized representative and the Catoosa County Road Department.

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(22) No satellite dish or any other unsightly object shall be erected on any lot, except at the enter and rear of the building constructed upon said lot.

(23) No building material, trees, stumps, fill dirt or any foreign material shall be placed by any person, firm or corporation upon any lot which it does not own.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 17th day of April, 1996.

Jeffrey A. Acuff (Seal)
Jeffrey A. Acuff
President, A & W Associates, Inc.

935-3893

Signed, sealed and delivered

In the presence of:
Nauman D. Shaw
Witness

Janice Benton
Notary Public

My Commission Expires:
8-10-97

AMENDMENT TO RESTRICTIVE COVENANTS ON WENDY VALLEY SUBDIVISION, as shown by instrument of record in Deed Book 548, Page 549, Catoosa County, Georgia Deed Records.

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IN CONSIDERATION OF THE premises, and for the protection of the undersigned and future owners of lots in WENDY VALLEY SUBDIVISION, THE Restrictive Covenants imposed on said subdivision in Deed Book 548, Page 738, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, are hereby amended as follows:

"No vehicle will be parked on any street in said subdivision, except those used in the construction of, or repairs being made on, a dwelling in said subdivision."

ALL OTHER COVENANTS CONTAINED IN SAID INSTRUMENT shall remain in full force and effect.

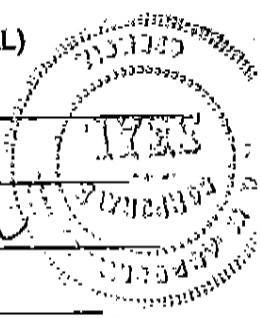
The undersigned, Jeffrey A. Acuff, president of A & W Associates, is still the owner of fifty (50%) per cent of the lots in said subdivision, and is amending the aforesaid restrictive covenants pursuant to his authority under Paragraph 17 of said covenants.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal, by and through its duly authorized officers, on this the 22nd day of October, 1996.

A & W ASSOCIATES, INC. (SEAL)

By: Jeffrey Acuff
Title: President

Attest: Judy Welborn
Title: Secretary



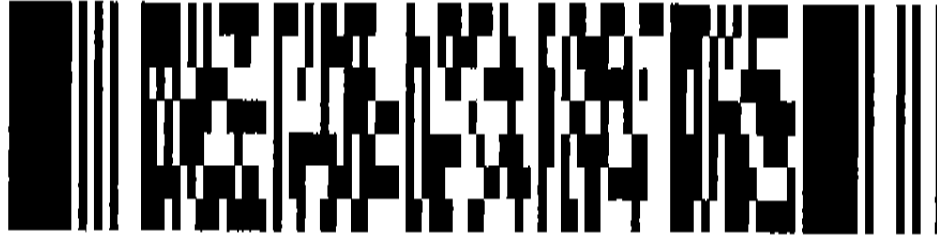
Signed, Sealed, and Delivered in the presence of:

Elizabeth D. ...
Witness

Patricia L. Arnold
Notary Public 5/20/00

Notary Public

CATOOSA COUNTY, GEORGIA
Filed and recorded in this office Oct. 28, 1996 9:00 AM
Recorded in Deed Book 568 Page 549
NORMAN L. STONE, Clerk



Date: 6/26/2010
To: Solid Earth Document Fax Service
Fax#: 256-799-2238
From: Deborah Kaylor
Re: Barcode#: *-8-1148965262*
Document Type: Plat Map For MLS#: 1148965

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Attach this cover page and fax your document(s) to **256-799-2238** .Once received, we will automatically process the documents and they will be viewable on your LIST-IT MLS System in approximately 5 minutes.

Note:To fax more than one document at a time, separate each document type with a new cover sheet and the system will automatically process them.

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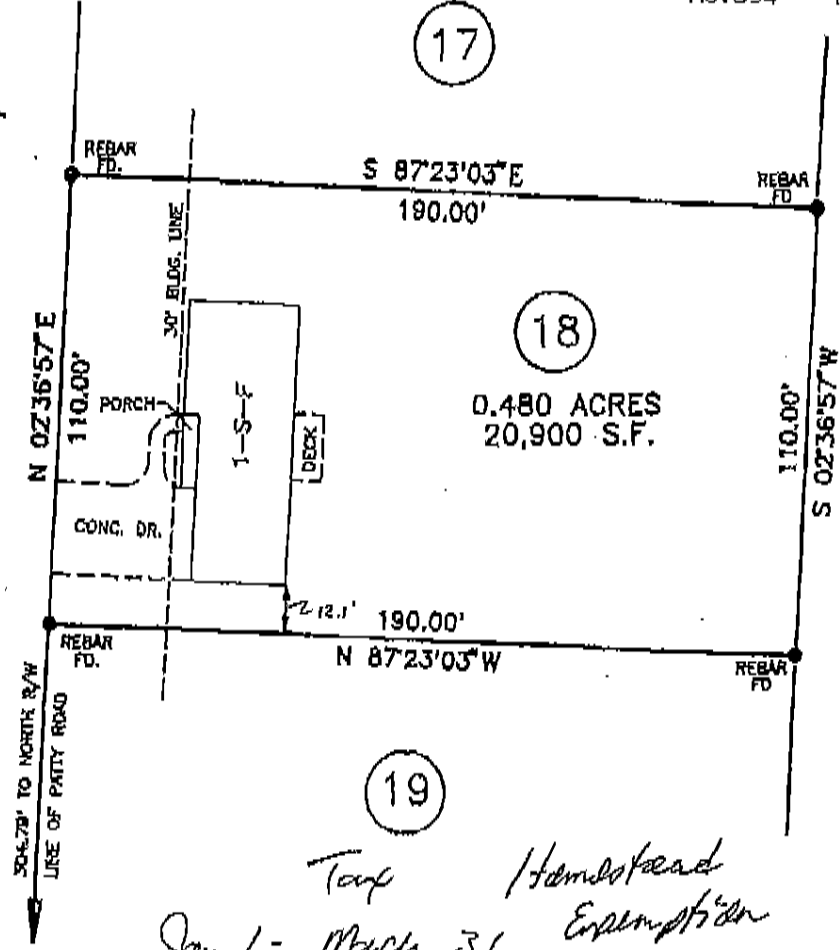
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MELISSA DRIVE - 50' R/W



*Tax Homestead Exemption
Jan 1 - March 31*



Craig M. Cook

GEORGIA REGISTERED LAND SURVEYOR NO. 2691

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN N/A FEET AND AN ANGULAR ERROR OF N/A PER ANGLE POINT, AND WAS ADJUSTED USING THE N/A RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN + 80 FEET.

FIELD WORK WAS PERFORMED USING A TOTAL STATION TRANSIT WITH E.O.M.

I HEREWITH CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THE PROPERTY IS LOCATED IN FLOOD ZONE C AS SHOWN BY MAPS PREPARED FOR NATIONAL FLOOD INSURANCE PROGRAM BY FEDERAL EMERGENCY MANAGEMENT AGENCY.

LOT 18, WENDY VALLEY S/D, UNIT 2

SURVEY FOR:

**JOHN H. CRESWELL &
REBECCA R. CRESWELL**

Located in Land Lot 257
28th District, 3rd Section
Catoosa County, Georgia

**CRAIG M. COOK & ASSOC.
LAND SURVEYORS, INC.**

346 BONIFACIOUS ROAD
TUNNEL HILL, GA 30755
PH/FAX: (706) 673-6302

Date: 10-11-96 Scale: 1" = 40'
Revised: _____
L.S.D. 1070 File # 1030