

WILDEWOOD SUBDIVISION

WALKER COUNTY, GEORGIA - Deed Book - 1223 Pages 79-83

WHEREAS, Tony A. Johnson and Mike Nichols, hereinafter called "Developers," are the owners of a certain tract of land as described by deed in Deed Book 953, page 341, in the Office of the Superior Court of Walker County, Georgia.

THESE COVENANTS ARE EFFECTIVE AS OF OCTOBER 25, 2003, AND TO REPLACE ANY PREVIOUS COVENANTS IMPOSED BY DEVELOPERS PRIOR TO THIS DATE.

WHEREAS, said tract has been divided into a residential subdivision known as Wildewood Subdivision, as shown by plat of record in Plat Book 12, page 39, in the Office of the Clerk of Superior Court of Walker County, Georgia.

WHEREAS, Developers desire to impose Restrictive Covenants on said subdivision in order to promote the ordered development of said tract as a first-class residential subdivision for the benefit of the developers and the future owners of the lots in said subdivision, and not to be used for commercial or industrial use.

NOW, THEREFORE, Developers impose the following Restrictive Covenants, which shall run with the land, on lots in said subdivision.

LAND USE

The property described herein shall be used for private residential purposes only, and no building of any type whatsoever shall be erected or maintained on the property except:

- A) Private dwelling houses, each dwelling house being designated for occupancy by a single family;
- B) Private garages for the sole use of respective owners or occupants of the lots upon which said garages are erected, which may contain living quarters for one or more domestic employees of said owners.

Buildings here of, for the storage of non-commercial vehicles, equipment or tools used in the maintenance of the tract upon which it is erected, private greenhouses, garden shelters, and bath houses accessory to swimming pools; and a building to shelter a dog or cat kept for the

- 1) Dwellings of ranch style construction must contain at least 2000 square feet of heated living space, with at least 900 square feet in the first level, exclusive of basement, porches, garages, decks, enclosed porches, and other such spaces.
- 2) All dwelling plans in said subdivision must be approved in writing by Developers to maintain architectural continuity of the development before any construction begins. Said plans must specifically show for approval, the appearance, main floor elevations, and exterior paint color schemes, and brick or stone type of each dwelling.
- 3) All dwellings must comply with all local building codes and ordinances.
- 4) All dwellings built must be completely finished including yard, driveway, painting, and landscaping within twelve (12) months of the beginning of construction (Foundation Inspection Date).
- 5) Location of Dwelling - No dwelling shall be located on any lot nearer than sixty (60) feet to the center line of the road, or nearer than fifteen (15) feet to the side or back property line. Any pools, fences, out buildings, and detached garages must be constructed in rear yards.

OUT BUILDING AND GARAGES: All detached garages and out buildings must be built of the same type of construction materials, must have the same paint or color scheme, and the same type of roof as the house on said lot.

FENCING: Any fence facing the street must be of privacy type and no higher than six (6) feet. No chain link fences facing the street shall be allowed.

MAILBOXES: All mailboxes shall be built of the same type masonry as the foundation or masonry used on the house. The mailbox construction shall have a light of the type that is automatically turned on during the dark and shall be maintained in working condition at all times. The mailbox structure shall conform to all county and United States Postal laws.

FOUNDATIONS: No exposed concrete blocks may be used in the construction of any dwelling in said subdivision. All foundations must be faced with brick or stone, but stucco may be used on the rear of houses. Exception, on the rear of houses on corner lots, these must be faced with brick or stone. Foundations of all porches, front and sides, must be of masonry construction.

stone, STO, or vinyl sidings.

GARAGES: All dwellings must have at least a two-car garage with remote control door or doors, carports are prohibited.

DRIVEWAYS: All driveways must be constructed of at least a four (4) inch thickness of concrete.

ROOFS: All dwellings must have a roof pitch of at least 8/12 and must have at least a twenty-five (25) year dimensional roof and be completely guttered.

FRONT YARDS: The front yards of all homesites must be of a sodded material.

CONSERVATION: Each builder will be responsible for all soil erosion and conservation measures, according to the Manual for Erosion and Sediment Control in Georgia and any county soil and erosion requirements, until the completion of construction and landscaping. Each builder is responsible for the cleaning of the street in front of their property to the center line of road.

ROAD DAMAGES: There will be no loading or unloading of heavy equipment onto or off the street. Any damage to the roadway or curbs will be paid for by the entity causing the damage.

DRAINAGE AND UTILITY EASEMENTS: Easements for installation and maintenance of drainage and utilities are reserved as shown on the recorded plat and in addition thereto over the side five (5) feet and the rear ten (10) feet of each tract. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded plat. Any drainage or utility easements noted on the recorded plat are by reference incorporated herein.

It is provided that not more than one dwelling house shall be erected and maintained on any one lot. This will not prevent the use of one or more parts of lots as a single building plot of ground, providing that and the rearrangement of boundary lines of subdivision lots shall not reduce the width and size of the original lots as platted, or increase the total size of the lots in said subdivision, and the same shall conform to zoning laws of subdivision regulations in effect thereon. No lot or any part of the lot shall be used as a means of access (either public or private) to other land or for the installation of utilities serving other lands.

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that no more than an accumulated total of two dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. Any pet so kept must be kept in a fenced area or under the control of the owner at all times. Pets shall not be permitted to roam the subdivision.

NUISANCES: No noxious or offensive activity shall be allowed upon any tract, nor shall anything be done thereon which might be or become an annoyance or nuisance to the

are in need of body repair, may be parked anywhere in the said subdivision, except in an enclosed garage, out of sight. No dwelling erected on any tract shall be occupied for habitation until the exterior of said dwelling is fully completed, which shall be deemed to include, but not necessarily limited to, painting of the exterior of the dwelling and completion of construction of driveway.

No truck larger than one ton in size may be parked or kept on any lot, except during the construction of the dwelling. There shall be no campers, motor homes, boats, commercial trucks, or inoperative vehicles parked on any tract in the said subdivision. Provided, however, that campers, motor homes and boats may be stored in suitable locations located behind the dwellings, not easily seen from street.

No structure of a temporary character, mobile home, trailer, basement, tent, shack, camper, barn, or other outbuildings shall be used on any tract at any time for habitation, either temporarily or permanently. No mobile home, modular home, or prefabricated home shall be erected or placed on any tract.

No satellite dishes or external antennae greater than twenty-four (24) inches in diameter may be on any lot or home. Any such item must be located at the rear of the home and not readily visible from the street (variance can be obtained from Developer) provided that the signal is adequate.

All basketball goals, skateboarding ramps and cages, etc., of any kind will be kept at all times in the rear of the home.

GAS: The said subdivision is an all-electric subdivision. Natural gas and propane gas may not be used for heating or cooking. Provided that this restriction shall not apply to gas grills, gas lanterns, or gas logs serviced by propane gas. Any propane gas tank shall be located behind the home on the tract, not easily seen from street.

GROUND GROWTH AND REFUSE: Each lot owner agrees to maintain the appearance of the lot to reasonable standards of cleanliness, weed control, grass trimming and trash pickup, before, during and after construction.

ENTRANCE: Each lot owner agrees to bear an equal share of the costs of entrance maintenance of the said subdivision including structure and sign.

HOMEOWNER ASSOCIATION: Nothing herein shall require Developers to establish a homeowners association and any such homeowners association may be established by the owners of the tracts in the said subdivision if the owners desire to have a homeowners association.

ENFORCEMENT: The Developers, or any owner shall have the right to enforce by any proceedings at law or equity, all restrictions, conditions, and reservations now or later imposed by

covenants, and the offender (if found guilty) shall be liable for any damages caused and the costs of enforcement, including court costs and attorney's fees.

SEVERABILITY: These restrictive covenants are thereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder of them shall continue in full force and effect.

COVENANTS TO RUN WITH THE LAND: These covenants shall be in effect for a period of ten (10) years, and shall automatically be renewed for successive periods of ten (10) years, unless canceled or amended by a two-thirds majority of the lot owners, evidenced in writing, recorded in the Office of the Clerk of the Superior Court of Walker County, Georgia. Developers shall have the right, during the construction of the homes on said lots, to grant waivers of minor violations of the restrictive covenants that, in their opinion, do not materially affect the purpose of the covenants.

RESERVATION OF RIGHTS: Developers reserve the right, as long as the developers own any lot in the said subdivision, to amend any of these restrictions as they see fit. All other amendments shall be made by a two-thirds majority of the lot owners, evidenced in writing, and recorded in the Office of the Clerk of the Superior Court of Walker County, Georgia.

The undersigned have here unto set their hands and affixed their signatures on the 8th day of November, ²⁰⁰⁴2003 --

22nd
January

Tony A. Johnson
Tony A. Johnson

Mike Nichols
Mike Nichols

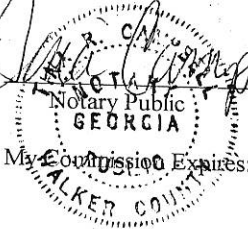
Maitha Borelchi

Witness

Sworn to and subscribed

to in the presence of;

Maitha Borelchi



Notary Public, Walker County, Georgia
My Commission Expires March 24, 2007