

Unit Two

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RESTRICTIVE COVENANTS ON HERITAGE WOODS SUBDIVISION

We; COLONY L.P., hereinafter referred to as "Owners", being the owners in fee simple of property which has been subdivided, and is known as Heritage Woods Subdivision, as shown on plat thereof which has been prepared and appears of record in Plat Book 16, Page 192, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, in order to promote the development of same as a residential subdivision and to protect the value thereof, do hereby impose upon said Heritage Woods Subdivision, the following Restrictive Covenants, to constitute covenants running with the land, to be binding upon the present owners and their successors in title, whether mentioned in subsequent conveyances or not, to wit:

1. These Restrictive Covenants are applicable to Lots 31 through Lot 60 and Lots 74 through Lot 110, Heritage Woods Subdivision, as shown by plat of record in Plat Book 16, Page 192, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

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2. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two (2) stories in height and a private garage for not less than two (2) cars. Carports and detached garages shall not be permitted in said subdivision. All homes in said subdivision shall comply with all local building codes and ordinances. Mobile homes, modular homes, duplexes, and apartments are prohibited.

3. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans, specifications, and the plan showing the location of the structure shall have been approved by Colony L.P., their heirs or assigns, or their designee, as to quality or workmanship and materials, harmony of external finishes and design with existing structures, and as to location with respect to topography and finish grade elevation. Each builder shall furnish owners or their designee with a complete set of the building plans and specifications to be used.

4. Dwelling Cost, Quality and Size. The intention and purpose of these covenants is to assure that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Homes of one-story construction in said subdivision must contain at least 1100 square feet of living space, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of greater than one story construction must contain at least 600 square feet of living space on the ground level floor and 1200 square feet of total living space, exclusive of garages, enclosed porches and decks, and other such spaces. All homes built in said subdivision must be started within six months of the purchase of the lot. Construction of any home, including yard, driveway, sidewalk, gutters, and exterior painting must be completely finished within nine months from the date the owners or their designee approves the plan.

5. Exterior Foundation Elevations. No exposed concrete blocks shall be permitted in the construction of any home in said subdivision. Foundation shall be faced with brick or mountain stone on all elevations except the rear, of homes facing the street. The rear elevation may be concrete block provided that any concrete block that is exposed to the exterior is covered with stucco. An exception shall be made for homes poured on slabs which may have exposed concrete. No permestone shall be permitted in the construction of any home in said subdivision.

6. Dwelling Location. No dwelling shall be located on any lot nearer to the front line, or nearer to the side street line than the minimum dwelling set

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back lines shown on the recorded plat. In any event, no dwelling shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer than twenty-five (25) feet to any side street, or nearer than eight (8) feet to any interior lot line, or nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot. No pitch of the roof of any structure in said subdivision shall be less than a 6/12 ratio. Exceptions may be granted by owners, their heirs or assigns, or their designee for shed roofs of a lesser pitch on porches. Any exception granted must be in writing and signed by owners or their designee. All driveways, sidewalks, and walkways in said subdivision shall be made of concrete, the type to be specified and approved by owners or their designee. All junctions of driveways and their roads shall be made and specified by owners or their designee. All homes shall have a walkway a minimum of three (3) feet wide from the driveway to the front entrance. All driveways shall be a minimum of twenty (20) feet wide. All homes shall have a four (4) foot wide sidewalk abutting and adjoining the curb along the whole street frontage adjoining each lot, including side streets on corner lots. Sidewalks shall be built at mailboxes according to the specifications of owners or their designee. All mailbox posts in said subdivision shall be of the same style. The style of said post will be specified by owners or their designee when the plans for each lot are approved. No detached garages shall be permitted on any lot in said subdivision. A pool or spa shall be permitted with the permission of the owners or their designee. The owners or their designee may allow bathhouses or gazebos to accompany pools or spas but reserves the right to approve plans of same. The owners or their designee may allow out buildings but reserves the right to approve plans of same.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Temporary Structures. No structure of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, utility building, dog house or other out-building shall be constructed on any lot at any time as a residence for any other use either temporarily or permanently, except as may be provided for in Paragraph 6.

9. Oil and Mining Operations. No oil drilling, oil development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

10. Signs. No sign of any kind shall be displayed to the public view on any lot with the following exceptions: One sign of not more than five (5) square feet advertising the property for sale or signs of the same size used by a builder to advertise the property during the construction and sales period. Permission may be granted by the owners or their designee for a sign advertising a yard sale, provided, however, the following conditions are met;

- a. The request for such a sale is made at least two weeks in advance of posting any sign, and;
- b. The home owner has not held such a sale within the previous six (6) months of their request, and;
- c. The sign is displayed by a home owner in Heritage Woods Subdivision for the sole purpose of selling the same said home owner's possessions, and;
- d. The home owner is not a dealer of such goods, and;
- e. Permission is granted in writing by the owners or their designee prior to the posting of any sign.

11. Satellite Dishes. Satellite dishes shall not be permitted unless

concealed from view of users of any public right of way. The maximum width of any satellite dish shall be 18 (eighteen) inches. No radio towers or television antennas will be permitted.

12. Clotheslines. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or other aesthetically acceptable screening.

13. Athletic Equipment. Athletic equipment, such as, but not limited to, basketball backboards, shall not be permitted in any front yard.

14. Vegetable Gardens. There shall be no vegetable gardening carried on at any lot within view of users of the public right of way.

15. 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 not kept, bred or maintained for any commercial purposes.

16. Garbage and Refuse Disposal. All refuse shall be collected in suitable containers which shall be stored, except for days of garbage collections, in areas out of view of users of any public right of way. During construction all debris is to be removed within two weeks of substantial completion of dwelling.

17. Water Supply. Water shall be obtained from public utility systems only. No private wells allowed.

18. Sewage Disposal. All sewage shall be routed to the public sewer system and constructed and maintained strictly in accordance with the rules and regulations of governmental authorities having jurisdiction thereover.

19. Fencing. No fence shall be located closer than fifty (50) feet to the front property line on all lots not on corners. Same shall apply to corner lots with exception that no fence shall extend beyond rear corner of dwelling on side nearest street and no closer than twenty-five (25) feet to the side property line nearest street and shall be parallel to the street upon which the end of the house faces. No fence which is observable from the public rights of way may be erected or allowed unless same is a living fence or made of wood or plastic, and shall not be permitted to exceed six (6) feet in height above the ground from which it derives its support and from which it shall be measured. A minimum height of four (4) feet is required for any fence and under no circumstances shall chain link fencing be used unless concealed from view of users of any public right of way and also concealed by hedges, lattice work, or other aesthetically acceptable screening so as to be effectively concealed from view of adjacent lot owners. Any fencing must be approved by owners or their designee.

20. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. An exception may be granted for entrance signs that are placed by Colony L.P. in designated areas provided they are constructed in accordance with the rules and regulations of governmental authorities having jurisdiction thereover.

21. Automobiles. No trucks larger than one ton in size shall be permitted or kept on any lot in said subdivision except during the construction of the home on said lot. Any vehicle with commercial writing or advertising

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on it must be kept in the garage or behind a fence. No junk, abandoned, inoperative or unlicensed cars may be parked or stored at any lot in said subdivision. All boats, trailers, recreational vehicles or other such vehicles must be stored in the garage or the rear of the home on any lot. No such vehicle may be parked on the driveway in front of any lot except as a temporary convenience not to exceed twelve (12) hours. No resident shall have any automobiles parked on the street except as a temporary convenience not to exceed twelve hours.

22. Heavy Equipment. At no such time shall there be any heavy equipment, equipment trailers, excavating equipment (other than for construction purposes in subdivision) allowed on any lot in the subdivision, nor on the streets located in the subdivision. No vehicle having more than two axles shall come upon or be stored on any lot, except for the purposes of delivery by commercial enterprises not affiliated in any way with lot owner.

23. Alter Lots. Colony L.P., their heirs or assigns, or their designee, shall have the right to alter, change, divide or subdivide any lot within the subdivision as they, in their sole discretion may desire. None of the lots shall be re-subdivided by any other owner thereof but shall remain as shown on the recorded plat except that two or more lots may be combined as one, in which event the set back restrictions shall be construed as pertaining to the side lines of the two or more lots combined.

24. Application Cumulative in Nature. The covenants and restrictions in this document shall be deemed cumulative in nature as to any other document, law, zoning ordinances or other instrument having the force of law and binding the owners of any lot to any other covenant or restriction as to the use of any lot. To the extent any other document, law, zoning ordinance or other instrument shall be inconsistent with these covenants and restrictions, the more restrictive provision shall prevail.

25. Business. There shall be no business conducted in or out of any home built on any lot in the subdivision with the exception of homes designated as "Model Homes". Model Homes may be used to conduct any business related to the sale or construction of any homes. An exception may be made for yard sales if specifically and individually approved by the owners or their designee.

26. Maintenance. Each lot owner agrees to bear an equal share of the cost of maintenance of the subdivision entrance sign and the street lighting after installation.

27. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period twenty-five (25) years from the date these covenants are recorded.

28. Enforcement. If any owner at any time violates or attempts to violate any of the covenants or restrictions as therein provided, Colony L.P., their heirs or assigns, or their designee, or any other owner may bring proceedings at law or in equity against the owner violating or attempting to violate these restrictive covenants to prevent owner from so doing and Colony L.P., their heirs or assigns, or their designee, or other owner may recover damages incidental to such violations including reasonable court costs and attorneys' fees in prosecuting suit. Colony L.P., their heirs or assigns, or their designee, shall have the right to change or amend these restrictive covenants, provided Colony L.P. owns 66 lots in said Heritage Woods Subdivision. Colony L.P., their heirs or assigns, or their designee reserves the right and privilege of waiving minor violations of the Restrictive Covenants. Colony L.P., their heirs or assigns, or their designee, further reserves the right and privilege of waiving minor variances to these restrictive covenants, provided, however, that any minor variance is granted by the owners, or their designee,

in writing.

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29. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These Restrictive Covenants executed this 12th day of March, 1999, by Colony, L.P., a Tennessee limited partnership.

COLONY, L.P., a Tennessee limited Partnership

By Action Investments, Inc., a Tennessee Corporation, its General Partner

By: *John C. Whitmire Pres.*
John C. Whitmire, President

Signed, Sealed and delivered in the presence of

Unofficial Witness

Notary Public

My commission expires 3/6/2002