

Amendment
290/340

Catoosa County
Filed 7 day of JAN 19 1929
Recorded 7 day of JAN 1929
Norman L. Stone, Clerk

RESTRICTIVE COVENANTS

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GEORGIA, CATOOSA COUNTY.

WHEREAS, the undersigned, FRED L. EDGMON INC, and L.Q. WARE, now, and at the time of registration, were and are the owners of all of the lots in the PLEASANT VALLEY ACRES SUBDIVISION, UNIT II, As shown by Plat of Record in Plat Book 13, Page 18 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia:

And for the protection of all purchasers of lots and their successors in title, we hereby impose on all lots in said subdivision the following restrictions:

(1) That said lots shall be devoted exclusively to residential use, and that no building other than a single family dwelling or building ordinarily appertaining to dwelling houses, shall be erected, maintained or used by the Grantees, their heirs or assigns, or any one deriving title or rights from or through them on any of said lots.

(2) That no part of any lot shall be used for residential purposes until first, a complete dwelling house conforming fully to the provisions of this instrument, shall be erected thereon. The intent of this paragraph (2) being to prevent the use thereon of a garage, incomplete structure, trailer, tent, or other structure as living quarters before or after the erection of a permanent dwelling.

(3) That within a period hereafter stated, no dwelling of less interior ground floor area than Fifteen Hundred (1500) square feet, shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house proper and not to such outbuildings as ordinarily appertain to dwelling houses. All plans and specifications for the construction

of any dwelling house on these lots must be submitted to and approved by either Fred L. Edgmon or L.Q. Ware. Any building or structure in the subdivision shall be neatly painted or stained unless its exterior is that of brick or stone. There shall be no exposed concrete block or stucco on either the front or the ends of the structures. However, stucco is permissible on a rear elevation of a residential foundation.

(4) The only livestock permitted on any one lot shall be either horses or cattle. There shall be only one head per square acre and area containing said livestock shall be fenced and that area which is fenced will be the area computed for determining the number of head allowed on that residential lot. It is the intention of the Grantors herein to restrict said lots to the type of livestock that may be raised upon said lots.

(5) No part of any lot in said subdivision may be used as access to any other property outside this subdivision without written consent of Fred L. Edgmon and L.Q. Ware.

(6) Any dwelling constructed on the aforesaid property must be built at least 1500 feet of any line of any lot including street lines.

(7) Before any dwelling on said premises shall be occupied, a septic tank or a sewage disposal system shall be constructed in accordance with the requirements of the Georgia State Board of Health. All sewage from the premises shall be continuously maintained in a proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority; provided, that upon and approved sanitary sewer system being installed for the use of the community on which same premises shall be made therewith in which event said private sewage disposal or septic tank may be abandoned.

(8) No tent, trailer, mobile home, shack or other type of temporary or moveable dwelling will be permitted on said property. 67

(9) All outbuildings on the aforesaid property must be to the rear of the dwelling house.

(10) No building erected on any of said property shall be allowed which exposes concrete block construction.

(11) No noxious or offensive trade or business shall be conducted on the above described premises or any part thereof.

(12) All of the streets and roadways shown on the plat or survey above referred to are hereby dedicated to the public use for streets and roadway purposes, and shall be subject to the duly constituted public authorities.

(13) Whether expressly stated so or not in Deed conveyance of any one or more of said lots, each conveyance shall be subject to any Zoning Acts as passed by the State Legislature or any zoning by Catoosa County and any amendments thereof.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall affect in no way any of the other provisions which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent, but severable, and any one would have been adopted even without the others.

Each and everyone of the aforesaid covenants, conditions and restrictions shall be attached to and run with each and everyone of the said lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2018, or within the extended time of ten (10) years from that date provided that the majority of the

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property owners shall desire to extend said covenants and so indicate by signing and recording an instrument in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, so authorizing this extension. It shall be lawful for Grantors or other person or persons owning any other plot or plots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or conditions, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, FRED L. EDGMON and L.Q. WARE have hereunto set their hands and affixed their seals on this 9 day of January, 1979.

Fred L. Edgmon (SEAL)
FRED L. EDGMON

L.Q. Ware (SEAL)
L.Q. WARE

Signed, sealed and delivered
in the presence of:

James H. Wilson
Witness
Ronald S. Potts, N.P.
Notary Public
6-8-81