

JAN-17-2007 11:32

See restriction map 311442400 (1-1-07) PR 357 E 730
PLEASE RETURN TO: See Waiver of Restrictions 570/670
JIMMY H. BAKER See Waiver of Restrictions 574/651
130 VALLEY BREEZE TRAIL
ROSSVILLE, GEORGIA 30741

CATOOSA COUNTY, GEORGIA

Filed and recorded in this office

Recorded in Deed Book

Nov. 21 10 24 AM
Page 220

220

RESTRICTIVE COVENANTS

NORMAN L. STONE, Clerk

ROLLING HILLS NORTH SUBDIVISION

BEING A PART OF LAND LOT NO. 163
IN THE 9TH DISTRICT AND 4TH SECTION
OF CATOOSA COUNTY, GEORGIA

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 ROLLING HILLS NORTH 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.

(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.

(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 1,000 square feet for a one-story dwelling, and a dwelling having more than one story, not less than 1,400 square feet.

(4) Building Location. No building shall be located on any lot nearer than forty (40) feet to the front line, or nearer than twenty-five (25) feet to any side street line, and no building shall be located nearer than ten (10) feet to an interior lot line. A thirty (30) foot front set-back variance is granted for Lots Nos. 309 through 326.

(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

JAN-17-2007 11:32

P.03

dd1

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) 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.

(7) 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.

(8) Sanitation. In connection with the improvement of any building plot in said subdivision, such building plot 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.

(9) 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 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 master 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 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.

(10) 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 lots 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.

(11) Dwelling Requirements. The foundation walls on the front and side 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.

JAN-17-2007 11:33

P.04

222 (12) 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.

(13) 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 ROLLING HILLS NORTH 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.

(14) 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 November 1, 2014.

(15) 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 affect or be operative in respect to any other lands of the subdivision, its successors and assigns.

(16) 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 is 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 owners of fifty per cent (50%) of the lots shown upon said plan.

(17) 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 constructed as a violation of the residential provisions of these restrictions.

(18) 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 judgment or court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

(19) 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.

JAN-17-2007 11:33

P.05

dd

(20) 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 Catosa County Road Department.

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

(22) 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.

(23) Driveways. All driveways must be constructed of concrete.

(24) Mailboxes. All mailboxes shall be constructed of brick or mountain stone. The design is the responsibility of the builder or homeowner. The postal service recommends the height of the actual box to be 42 inches to 48 inches from the road level. Construction of the mailbox should be completed with the construction of the house.

(25) Drainage Requirements. It is the responsibility of the builder to assure proper drainage on each lot. It is the responsibility of the homeowner to maintain proper drainage on each lot.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 30 day of October, 1994.

Jimmy H. Baker (Seal)
JIMMY H. BAKER
President, BAKER AND SUMMERS
CONSTRUCTION CO., INC.

Pete Summers (Seal)
PETE SUMMERS
Vice President, BAKER AND SUMMERS
CONSTRUCTION CO., INC.

Signed, sealed and delivered
in the presence of:

Patricia A. Arnold
Witness

Donna Paul
Notary Public

My Commission Expires:
4-13-98

JAN-17-2007 11:31

P.01

COMMUNITY TITLE AGENCY, INC.

3026 LaFayette Road

Fort Oglethorpe, Georgia 30742

Phone (706) 861-3508

Fax (706) 861-4620

E-mail: communitytitleag@bellsouth.net**Company:****To:** *David Freeman***Phone No.****Fax No.****From:** *Christina***Re:****Message:** *Restrictions for Rolling Hills North.*

CONFIDENTIALITY NOTICE: The information contained in this facsimile message is legally privileged and confidential information only for the use of the individual recipient, you are hereby notified that any use, dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original message to the address above via United States Postal Service. Thank You.