

## **Summary of Protective Covenants and Restrictions:**

Traditional or southern architectural designs with minimum heated living area of 1800 square feet for single story; 2100 square feet for one and one half story; and 2200 square feet for two story dwellings.

### **Architectural Control -- Approval required of:**

- construction plans and specification
- site location plan
- landscape plan

Foundation, front steps and, as a minimum, some portion of the front of the home shall be of brick, stone, or stucco ( no artificial brick or stone will be permitted and no concrete or concrete block shall be exposed on any exterior wall above ground level.)

All homes must have gas heating, water heating and an outdoor gas light.  
Builders/homeowners are encouraged to use gas for cooking.

### **Directions:**

From I-75 North or South, take Exit 138, turn west on Highway 201/Tunnel Hill-Varnell Road and go approximately 1 mile, turn right on Lee Chapel Road and go approximately 1-3/4 mile, turn left on Mine Road and go approximately 1/4 mile and turn left on Homeplace Drive.

From Highway 41 South of Ringgold, turn left on Highway 2, go approximately 2 miles, turn right on Lake Road, go approximately 1 mile, turn left on Mine Road and go approximately 1/4 mile, turn right on Homeplace Drive.

### **Developer:**

Oaks Development, Inc.

Oaks Development, Inc.  
1686 Tunnel Hill Road  
Tunnel Hill, Ga. 30755

**DECLARATION OF RESTRICTIVE COVENANTS**  
**THE HOMEPLACE SUBDIVISION**

GEORGIA, CATOOSA COUNTY

This declaration, made and entered into this 24<sup>th</sup> day of June, 1996, by Oaks Development, Inc., a Georgia Corporation, with its principal place of business in Catoosa County, Georgia (hereinafter referred to as "Declarant").

Witnesseth: Declarant is the owner of certain real property located in Catoosa County, Georgia which said real property is located in Original Land Lots No. 254 in the 11th District and 3rd Section of Catoosa County, Georgia and being more particularly described on a plat of Homeplace Subdivision as shown by a plat of record in Plat Book 16, Page 2 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

Now therefore, Declarant hereby declares that all of the property described on the above referenced plat of The Homeplace Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the propose of protecting the value and desirability of and which shall run with the real property and be binding upon all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of the owner of each lot thereof.

**ARTICLE I: DEFINITIONS**

1.01 **ARCHITECTURAL CONTROL COMMITTEE:** Shall consist of three or more persons from time to time appointed by the Class B member until such time as a Class B member no longer owns primarily for sale any lots subject to this Declaration, (including any future development) or at such time as a Class B member may so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. Thereafter, the Architectural Control Committee shall consist of such number of members as the Board of Directors of the Association shall determine and elect.

1.02. **ASSOCIATION:** Shall mean and refer to The Homeplace Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.03. **BOARD OF DIRECTORS:** Shall mean and refer to the duly elected and qualified Board of Directors of the Association.

1.04. **COMMON AREA:** Shall mean all property and/or easements including the improvements located thereon, owned by the Association for the common use and enjoyment of the owners.

1.05. **DECLARANT:** Shall mean and refer to Oaks Development, Inc., its successors and assigns, but only if its successors and assigns should acquire substantially all of the undeveloped lots in the subdivision for the purpose of development.

1.06. **TRACT:** Shall mean and refer to any plot of land or parcel, or lot

shown on any recorded subdivision plat of the properties with the exception of the Common Area.

1.07. OWNER: Shall mean and refer to the record owner, with one or more persons or entities, of a fee simple title to any tract that is a part of the properties, including contract sellers but excluding those having such an interest merely as security for the performance of an obligation.

1.08. PROPERTIES OR PROPERTY: Shall mean and refer to that certain real property shown on the plat of The Homeplace Subdivision of record in Plat Book 16, Page 2 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

ARTICLE I-A: MEMBERSHIP AND VOTING RIGHTS

1-A.01. MEMBERSHIP: Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract.

1-A.02. VOTING CLASSES: The Association shall have two classes of voting membership:

(a) CLASS A. Class A members shall be all those persons holding an interest required for membership as specified in Section 1-A.1 of this Article with the exception of declarant. Class A membership shall be non-voting membership, except on such matters and in such events that are hereinafter specified. Class A members shall be entitled to full voting privileges at such time as a Class B member no longer holds primarily for sale any lot subject to this declaration (including future development) or at such time as a Class B member may so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. Before the earlier of these events, Class A members shall be entitled to vote on only (1) any proposal to change the method of calculating the amount of annual assessments to be levied by the Association, (2) any proposal that a special assessment be levied by the Association, (3) any proposal to dedicate or transfer all or any part of the common area to any public agency or authority, (4) any proposal of merger, consolidation, or dissolution or (5) any proposal to amend the articles of incorporation of the Association.

When entitled to vote, Class A members shall be entitled to one vote for each tract owned. When more than one person owns a tract, all of such persons shall be Class A members and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized in any such vote or votes and shall not be counted.

(b) Class B. Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class

B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote plus such number of votes it would be entitled to at any particular time if it were a Class A member rather than a Class B member. The Class B member shall terminate and cease to exist at such time as declarant no longer holds primarily for sale any tract now or hereinafter subjected to this declaration, or at such time as declarant shall so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall then become a Class A member insofar as it may then hold any interest required for membership under § 1-A.01 of this Article, in which event it shall be and become entitled to such number of votes as then would be allotted to other owners of such interest. The Class B member shall incorporate the Association and shall determine its bylaws.

1-A.03. MEETINGS: All matters concerning meetings of the members of the Association, including the time within which and the manner in which said notice of any meeting shall be given to such members, and a quorum required for the transaction of business of any of said meetings shall be specified in the Bylaws of the Association as amended from time to time and under law.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

2.01. TRACTS SUBJECT TO RESTRICTIONS: The lots which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, assessments and liens hereinafter setforth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration are the lots designated Homeplace Subdivision as shown by a plat of said subdivision of record in Plat Book 16, Page 2 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia. These restrictions may also be made applicable to any future development as determined by the declarant.

ARTICLE III: USE RESTRICTIONS AND RULES

3.01 LAND USE AND BUILDING TYPE: The land included in The Homeplace Subdivision shall be used for private residential purposes only, and no building of any kind 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 not less than two nor more than four vehicles for the sole use of the respective owners or occupants of the tracts upon which such garages are erected. Garage shall be defined as a covered building having three fully enclosed sides and garage doors. A garage may contain living quarters for one or more employees of the owners.

© Buildings (including garages in paragraph (b)) for the storage of non-

commercial vehicles, boats, campers or tools used in the maintenance of the tract upon which is erected, private greenhouses, spring or pump houses, garden shelters and bathhouses accessory to swimming pools; and

(d) A building to shelter a dog or cat kept for the pleasure of the occupants of the land.

(e) Private garages as defined in (b) above and buildings as defined in © above, if detached from the dwelling, shall be of the same construction and building material as the dwelling house.

3.02 ARCHITECTURAL CONTROL: All homes shall be of a traditional or southern homeplace architectural design: No building shall be erected, placed or altered on any lot until a plan showing the following has been approved by the Architectural Control Committee:

(a) Construction plans and specifications, showing the elevation, nature, kind, shape, dimensions, material and exterior color scheme of the home and any proposed wall or fence, which shall be in harmony of design with the home and surrounding structures and topography.

(b) Site plan showing location of the structure and driveway, clearing necessary to construct and grading plans.

© All foundations shall be continuous brick, stone, stowe, and stucco material and shall be fully enclosed with no pier type construction being exposed. No artificial brick or stone will be permitted.

(d) No concrete or concrete block shall be exposed on any exterior wall above ground level.

(e) Chimneys must be of brick, stone, stowe or stucco material.

(f) Exterior walls of home shall be painted unless faced with brick, stone, stowe, stucco, or vinyl material.

(g) All homes must have a roof pitch of at least 7/12 and must be guttered in front and rear.

3.03 LANDSCAPE PLAN: A landscape plan covering as a minimum the front of the dwelling and extending at least five feet past the front corners shall be submitted to the Architectural Control Committee for approval prior to completion of the home. Each plan shall include as a minimum one flowering tree. Existing trees should be saved whenever possible in the construction of the home and layout of the overall landscaping plan. No cutting or other destruction of live, healthy trees over six inches in diameter or of any dogwood tree except as approved in the site location plan shall be permitted without the written approval of the Architectural Control Committee. The landscape plan as approved must be complete prior to occupancy.

3.04 BUILDING CONSTRUCTION: Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Catoosa County Building Code Enforcement Ordinance.

**3.05 MINIMUM SQUARE FOOTAGE:** Dwellings hereafter constructed on the property shall, for each off the respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows:

(a) All dwellings of one story above ground level shall contain, in the heated living area thereof, not less than 1,800 square feet (exclusive of basements, one story porches and garages).

(b) Dwellings of one and one-half story all above the ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 1,400 square feet on the main level and 2,100 square feet inclusive of both stories.

(c) Dwellings of two stories above ground shall contain, in the heated living area thereof, (exclusive of basements, porches and garages) not less than 1,200 square feet on the main level and 2,200 square feet inclusive of both stories.

(d) Split level dwellings shall not be permitted.

(e) Heated living area having clear headroom of less than five feet shall not be included in any computation or calculation of heated living area of any dwelling for purposes of this covenant.

(f) Any dispute or question pertaining to classification or architectural type, computation of square footage of heated living area, or other matter of dispute or question covering this covenant shall be determined by the Architectural Control Committee, which decision shall be conclusive and binding upon all parties.

**3.06 DRAINAGE AND UTILITY EASEMENTS:** Easements for installation maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side five feet and rear ten feet of each tract. Drainage flow shall not be obstructed or diverted from drainage or utility easements as designated above or on the recorded plat.

**3.07 NUISANCES:** No noxious or offensive activities shall be permitted on any tract, nor shall anything be done thereon which might be or may become an annoyance or nuisance to the neighborhood. There shall be no junk yards or automobile parts or storage on any tract within this subdivision, nor shall any tract be used for the operation of an automobile workshop; nor shall any immobile or inoperative automobile be maintained upon any tract or upon any street in the subdivision. 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 or staining of the dwelling of the exterior and completion of construction of driveway and walkway.

**3.08 TEMPORARY STRUCTURES AND OUT BUILDINGS:** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other

out building shall be used on any tract at any time, either temporarily or permanently. No mobile home shall be erected or placed on any tract in this subdivision. This provision shall not prevent the placement by Declarant or its agents of a temporary structure, such as a mobile home, upon said premises for its use as temporary office during the period of development of said subdivision. Auxiliary storage buildings may be placed or constructed upon any tract only upon the specific approval of the Architectural Control Committee, and must be located to the rear of any single family dwelling constructed upon any tract in the subdivision.

3.09 SIGNS: No sign of any kind shall be displayed to the public view on any tract except one sign of not more than five square feet advertising the property for sale or signs used by the builder to advertise the property during the construction and sales period.

3.10 OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any tract. No derrick or other structures designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any tract.

3.11 LIVESTOCK AND POULTRY: 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.

3.12 GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. It shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

3.13 FENCES, WALLS AND HEDGES: No fence, wall, or hedge/shrub planting shall be placed or permitted to remain on any lot nearer to any street than the rear corners of the principal residence. No fence, wall, or hedge/shrub planting which obscures sight lines as elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property line and the line intersecting them at points 25 feet from the intersection of street line or in the case of a rounded property corner from the intersection of the street property lines extended. Fences must be cedar or pressure treated such as pine.

3.14 ANTENNAE: There shall be no satellite dish, radio or television antennae allowed on the property except one small satellite dish, which shall not exceed 28 inches in diameter, shall be allowed on the property provided: (1) the

small satellite dish shall be attached to the dwelling constructed on the property; (2) the small satellite shall be placed in a location on the dwelling approved by the Architectural Control Committee. If the small satellite can be placed in a location not visible from the street and function properly, this location shall be preferred. In any event the satellite shall be placed in the least conspicuous location on the dwelling.

3.15 CAMPERS, BOATS AND INOPERATIVE VEHICLES: There shall be no campers, motor homes, transfer trucks, boats, or inoperative vehicles parked on any tract in the subdivision. Provided, however, that campers, motor homes, transfer trucks and boats may be stored in suitable buildings located behind the dwelling constructed on the tract subject to the approval of the Architectural Control Committee.

3.16 GARAGE SALES: There shall not be any garage sales or yard sales conducted upon the premises unless it is a specified Association Project.

3.17 LETTER, DELIVERY BOXES AND OUTDOOR STREET LIGHTING: The Architectural Control Committee, shall determine the location, color, size, design, lettering, and all other particulars of all mail and paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto. Each dwelling shall maintain a natural gas outdoor street light, the location, size, design and all other particulars of which shall be determined by the Architectural Control Committee.

3.18 GROUND GROWTH AND REFUSE: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

3.19 RESIDENTIAL HEATING AND WATER HEATING: Each dwelling shall contain a natural gas heating unit and water heater.

#### ARTICLE IV MAINTENANCE OF TRACTS

4.01 APPEARANCE OF TRACTS: The grounds of each-tracts-(whether vacant or occupied) shall be maintained in a neat and attractive condition.

4.02 RIGHT TO REMEDY: Upon the failure of any owner to maintain his tract (whether vacant or occupied) in a neat and attractive condition, the Architectural Control Committee, its designated committee, or the authorized agents or employees of the Architectural Control Committee, may, after 30 days notice to such owner, enter upon such tract and have the grass, weeds and other vegetation cut when, and as often as, the same is necessary in its judgment and may have dead trees, shrubs and other plants and trash removed therefrom.

4.03 LIABILITY OF OWNER: Such owner shall be personally liable to the Architectural Control Committee for the cost of any cutting, clearing,



maintenance or removal described herein determined by the Architectural Control Committee and the liability for amounts expended for such cutting, clearing, and maintenance shall be a permanent charge and lien upon such tract, and enforceable by the Architectural Control Committee by any appropriate proceeding in law or equity. All costs incurred by the Architectural Control Committee on behalf of such owner shall be reasonable.

4.04 HOURS OF WORK: Although notice given as herein above provided shall be sufficient to give the Architectural Control Committee or its designated committee or the authorized agents or employees of the committee the right to enter upon such tract and perform the work required, entry for the purposes of performing the work required shall be only during daylight hours on any day except Sunday.

**ARTICLE V**  
**GENERAL PROVISIONS**

5.01 ENFORCEMENT: The Architectural Control Committee or any owner shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure to enforce any covenant or restrictions shall in no event be deemed a waiver of the right to do so.

5.02 SEVERABILITY: Invalidation of anyone of these covenants or restrictions by judgment of court shall in no wise effect any other provisions, which shall remain in full force and effect.

5.03 COVENANT TO RUN WITH LAND: The covenants and a restrictions of this declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which they shall be automatically extended for excessive periods of ten years. The Declaration may be amended during the first 20 year period by an instrument signed by not less than a majority of 25% of the owners, and thereafter by not less than 25% of the tract owners.

5.04 RESERVATION OF RIGHTS: The Architectural Control Committee, for the purpose of property improvement, reserve the right to make deviations and/or revisions from these restrictive covenants in case of conditions which might develop in the subdivision which might require the necessary deviations and/or restrictions to facilitate reasonable full development of the use of the land and to consent to, or waive minor violation of such of these restrictive covenants.

5-A MISCELLANEOUS:

5-A.01 ROADS PROHIBITED: No lot or part thereof shall be used for road or street purposes whether public or private provided, however that this covenant shall not be construed to prohibit the construction and maintenance of a driveway

for purposes of providing ingress and egress from the public streets in said subdivision to the residence to be constructed.

5-A.02 DRIVEWAY CONSTRUCTION: All driveways shall be of concrete construction unless prior written consent is obtained. Driveways must be poured with a minimum thickness of four inches. All driveways shall not be less than 12 feet in width and shall run from the pavement line of the street to the garage located upon each individual building lot.

5-A.03 RETURN CORNERS: The owner of each individual lot shall, upon completion of a dwelling upon such lot, provide return corners at the point or points of intersection of his private driveway with the public street whereon his lot fronts. The return corners shall be joined in workmanlike manner to the curbing installed on the street.

5-A.04 DISCHARGE OF FIREARMS PROHIBITED: No firearms shall be discharged upon any lot any time, no hunting, trapping or any other encroachment of wildlife shall be permitted on any lot.

5-A.05 BUFFERS: A minimum depth of ten feet of wooded buffer area shall be maintained at the back perimeter of all existing naturally wooded lots in The Homeplace Subdivision.

5-A.06 MOTORCYCLES AND MOTORBIKES: Motorcycles, motorbikes and the like equipment and machinery maintained for the personal use of any property owner or member of his family may be garaged upon any lot and operated upon the public streets in the Homeplace Subdivision may not be operated in any location other than upon the lot owned by the person or persons maintaining such vehicle or permitting the same upon their lot.

5-A.07 SPORTS EQUIPMENT: No basketball goals or any sports equipment shall be located in front of the dwelling.

5-A.08 SANITATION: In connection with the improvement of any building lot line said subdivision, such building plat 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 or if available in the future, to a public sewer.

5-A.09 COMMON AREAS: The common areas shall be owned by the Association and the Association shall provide for the maintenance of the common areas and shall pay all taxes assessed on the common areas. The Association may, as determined by its board of directors, provide for uniform assessment to each lot to pay the expenses associated with the common areas.

5.A.10 CONSTRUCTION: Construction of dwellings on the individual lots shall be completed not later than 18 months from the date of the purchase of the lot. The Architectural Control Committee may grant a variance of this restriction for good cause shown.

IN WITNESS WHEREOF, the parties hereinafter set their hands and affix their seals this 24th day of June, 1996.

OAKS DEVELOPMENT INC.

BY: *Benita P. Pierce*

ITS: *Secretary-Treasurer*

ATTEST: *Lain G. Ward*

ITS: *Wife - President*

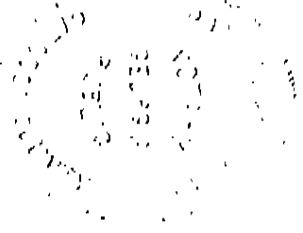
Sworn to and subscribed before me this 24th day of June, 1996.

*Shawna D. Cooper*

Witness

*Dana L. Crowder*

Notary Public



MY COMMISSION EXPIRES NOVEMBER 8, 1997