

BK 1235PG0437

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CATOOSA COUNTY, GEORGIA  
Filed and recorded in this office  
Nov. 8, 2005 12:05 AM  
Recorded in Deed Book 1235 Page 437  
NORMAN L. STONE, Clerk

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
ARBOR WOODS**

THIS DECLARATION made this 8<sup>TH</sup> day of November 2005, by ELJ Properties, LLC, a Limited Liability Corporation, (herein "Developers").

**WITNESSETH:**

WHEREAS, Developers, as owners of certain real property located in Catoosa County, Georgia, more particularly described in Plat Book 20, Page 83-84, as recorded in the Clerk of the Superior Court's Office, Catoosa County, Georgia (herein "Property"), desire to create thereon a development known as Arbor Woods (herein "Development"); and

WHEREAS, Developers desire to provide for the preservation of the land values and home values when and as the Property is improved and desire to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof.

NOW THEREFORE, the Developers subject the real property referenced hereinabove, and such additions thereto as may hereafter be made, to the terms of this Declaration and declare that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof for a period of twenty-five (25) years and shall automatically renew for ten (10) year periods unless otherwise altered or amended by the Arbor Woods Home Owner's Association.

1. **Residential Use.** All of the Lots in the Development shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developers. Only one single-family residential dwelling may be constructed on a lot or parcel in the subdivision. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single-family dwelling unit at any time, nor used in whole or in for any business purpose, or for trucks or other equipment inconsistent with ordinary residential uses.
2. **Architectural Control.** No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved in writing by the Developer or one or more persons designated by it or by a home owner's association ("HOA") or subcommittee thereof, if such

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shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the architectural control person or committee, as applicable, may require any changes not otherwise prohibited in these protective covenants, concerning size, design, style, location, type of materials, exterior, etc., with regard to the building. The decision of the Developer or its successor in interest or said HOA, shall be final. Where the conflict cannot be reconciled, the Developer or its successor(s) in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to the Developer for the lot in conflict.

3. Minimum Square Footage. No single-family residential dwelling shall be erected or permitted to remain on the property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches or garages set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated and cooled living area contained within the residence, exclusive of open porches, basements (whether finished or not), garages, eaves and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer shall be final. The minimum square feet required is as follows:
  - a. A single-level home shall contain not less than one thousand eight hundred (1,800) square feet of heated and cooled living space; and
  - b. A two-level home shall contain not less than two thousand two hundred (2,200) square feet of heated and cooled living space.
4. Set-backs. No building shall be erected on any lot nearer than thirty (30) feet of the front lines and ten (10) feet from the rear and side lot lines, unless the side lot line fronts on street, in which case no building shall be erected nearer than twenty-five (25) feet to such said lot line. For the purposes of this section, driveways will not be considered buildings. No provision in this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations in effect thereon.
5. Rearrangement of Lot Lines. Not more than any one single-family dwelling unit may be constructed or maintained on any one lot. Except by the original Developer, lots may not be re-subdivided so as to create a smaller area than originally deeded to a lot owner and as shown on the subdivision plat. No provision in this paragraph shall prevent erection or construction of one single-family dwelling unit on more than one lot.
6. Utility Easement. A perpetual easement is reserved on each lot for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc. All utility wires from street to building upon each lot or parcel shall be buried. There

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shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure nor from any other point to any structure.

7. **Building Requirements.** No construction of any building or structure, including swimming pools, shall begin until the plans and specifications and a plan showing the location of the structure have been approved by the Developers, their heirs or assigns. It is clearly understood and purchasers of lots in this subdivision agree that the Developer may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of the Developers or their successors in interest shall be final. Where a conflict cannot be reconciled, the Developers, or his successors in interest, shall upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to the Developer for the lot or parcel in conflict.
8. **Roofs.** At least eighty percent (80%) of the roofs of all structures shall be ten (10) to twelve (12) pitch or steeper, unless otherwise approved by the developer.
9. **Building Materials.** All structures, including garages and outbuildings, shall be constructed of new materials, unless of brick or rock, or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

All foundations elevations shall be constructed of brick, sto or stone finish. All masonry on structure must be brick or stone. All fireplaces shall be enclosed to ground level, and if chase is visible from the front of the dwelling, shall be covered in sto, brick, rock, stone or cultured stone. All structures shall have wood, vinyl or clad windows.

At least seventy percent (70%) of the front of the dwelling unit shall be constructed of brick, rock, stone, cultured stone or a combination thereof. The balance of the front of the dwelling unit shall be constructed of hard coat sto (concrete), hardy board or similar product, or vinyl cedar shake.

Nothing in this section shall be construed to limit the right and authority of the Architectural Control as set forth in Section 2.
10. **Time of Completion.** Once construction has begun, all residences shall be completed within one year of commencement, otherwise it shall be considered a nuisance under the terms of these restrictions. No mobile homes, double-wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or parcel within said development. Specifically prohibited is the partial construction such as a basement of a house and moving in or occupying as a residence prior to the full completion of said house. Such structure shall be considered temporary and prohibited.

Upon commencement of construction, all driveways must be graveled. A tile shall be installed pursuant to Section 15 contained herein, if applicable. All lots are to be kept free of trash and debris throughout the construction period. Further, during construction, all trash, garbage, debris, scrap material, etc. shall be cleaned up and

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- placed in refuse containers or hauled off the site by the end of the day on Friday of each week any work takes place.
11. Additions. Any and all additions made to any structure located on a lot in said Development require the written approval of the Architectural Control designee pursuant to Section 2 herein.
  12. Signs. One sign offering the lot and/or dwelling unit for sale and one sign reflecting the name of the builder may be placed upon a lot. Such signs must not exceed five (5) square feet. No other signs shall be erected or maintained on any lot.
  13. Landscaping. A landscape plan shall accompany every new home application submitted to the Developer for approval. Landscaping in accordance with the approved plan must be substantially completed within ninety (90) days after the completion of the dwelling unit. All front and side lawns shall be sodden with Bermuda or zoysia sod. Shrubbery plantings adjacent to streets or roads shall not impede the vision of vehicle operators.
  14. Mailboxes. Mailboxes will be selected by the developer and installed by the lot owner or contractor at the time of construction and prior to occupancy of the dwelling unit. No signs shall be erected or attached to mailboxes other than the name and address of the owner.
  15. Fences. Developer reserves the right and an easement to install fencing on the easement lots bordering on the subdivision perimeter. Excluding the perimeter fencing, if any, all remaining lots shall have uniform brick, wood or vinyl fence as approved by Developer. Fences shall be restricted to the rear of the dwelling unit. No fences will be allowed on any lot without the prior written consent of the Developer. All proposed fences must be submitted to the Developer and include the width, height, materials, and location:
  16. Driveways. Each dwelling unit shall be served by a driveway constructed of concrete or other material as approved by Developer.
  17. Swimming Pools. No above ground pools shall be constructed. All pools must be fenced, and said fencing must comply with the requirements pursuant to Section 15 contained herein.
  18. Tennis Courts. No tennis courts shall be constructed without the prior written consent of the Developer.
  19. Sports Equipment. Basketball goals will be confined to the side or rear of the dwelling unit. All other sports equipment and playground equipment shall be confined to the rear of the dwelling unit.

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20. Firearms. No firearms of any type shall be discharged from any lot, street, road, or public use area within the Development.
21. Vehicle Parking and Use. No agricultural, recreational, commercial or inoperable vehicle, including but not limited to boats, boat trailers, campers and motor homes, shall be stored outside on the premises at any time, even if not visible from the street. All of the previously mentioned vehicles must be stored in a structure constructed on the lot. Cars owned by the lot owners shall be parked only in the owner's garage or driveway. Parking any vehicle on the street or road is strictly prohibited.
22. Unightly Conditions. All of the lots in the Development must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. All trash, garbage and debris shall be removed from the lot regularly and not allowed to accumulate.  
The Developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant, at the owner's expense, if deemed necessary by the Developer.
23. Antennas. Television antennas, dish, radio receiver or sender or other similar device shall be restricted to the rear elevation of the dwelling, without prior written consent of the developer.
24. Laundry. No owner, guest, or resident, shall hang laundry from any area outside a dwelling unit or hang laundry in full public view to dry, such as on clothes lines, balcony or terrace railings. This provision may be temporarily suspended in the event of severe power outages or shortages, or other conditions, which would create extreme hardship.
25. Sidewalks. Each and every lot shall have constructed a sidewalk set one (1) foot back from the curb one-foot strip shall be sodded to match yard and void of any other landscape. This sidewalk must be three feet wide and built to uniform standards. All corner lots shall build sidewalks with wheelchair accessible ramps at the street intersections in accordance with American Disability Act ("ADA") guidelines. Sidewalks are to be constructed by the owner or builder of the lot at the end of completion of the primary residential structure.
26. Maintenance. Each owner shall, at all times, maintain all structures located on such lot, including driveways and permitted fences, in good repair which shall include exterior vegetation and landscaping in good and presentable condition as may be defined or approved by the HOA.
27. Occupancy Before Completion. No owner, guest, or resident shall occupy any dwelling unit prior to full and final completion.

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28. Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.
29. Drilling. No oil drilling, oil development operations or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, etc., be permitted upon any lot without the express written and recorded approval of the Developers, their heirs or assigns.
30. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or parcel in the subdivision, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Pet owners may not allow pets to roam unattended. Pet owners are responsible for the removal of any and all pet excrement on all roads, sidewalks and public use areas. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses or fails to comply with any portion of this section, it shall be deemed an "offensive activity."
31. Offensive Activity. 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, discomfort, embarrassment, or nuisance to the Development. Non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber etc., from view shall be a nuisance, per se.  
Any dwelling unit, which has been destroyed or damaged to any degree, which is externally visible, shall be repaired or removed within six (6) months from such destruction or damage. The failure to do so shall be a nuisance, per se.
32. Governance. These covenants and restrictions shall be governed by the laws of the State of Georgia. The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.
33. Violation of Covenants. In the event that any one or more of the foregoing restrictive conditions be violated or attempt to be violated by any party, owner, guest or resident, it shall be lawful for the undersigned, one or more of them, their successors, heirs or assigns, the Home Owner's Association or any person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and, to prevent such violation, including reasonable attorney's fees and court costs, which shall constitute liquidated damages.
34. Home Owners' Association. Developer shall establish a Home Owners' Association ("Association"), membership of which is mandatory by all lot owners. The Association is, among other items, responsible for the upkeep and maintenance of all common areas as initially designated by the Developer and as altered or amended by the Association hereafter. Lot owners must pay any and all assessments or fees,

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EXHIBIT "A"

All that tract or parcel of land lying and being in Original Land Lot No. 107 in the 28th District and 3rd Section of Catoosa County, Georgia and being known and designated as Lot Nos. 2 and 26 Arbor Woods as shown by a plat of said subdivision of record in Plat Book 20, Pages 83-84 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

Subject to restrictions recorded in Deed Book 1235, Page 1437 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

Subject to a 30 foot front, 10 foot side and 25 foot rear (40 foot rear for Lot No. 26) building setback lines unless otherwise noted.

Subject to no parking in right of way.

Subject to all lots being a minimum of 80 feet in width at building line.

Subject to a 5 foot utility easement as shown on recorded plat.

Subject to a Gas Pipeline Easement as shown on recorded plat.

Subject to a Sanitary Sewer Easement as shown on recorded plat.

Subject to a Landscape/Greenscape Easement as shown on recorded plat as to Lot No. 26.

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which are established by the Association. Each lot owner shall have one vote in the Association for each lot owned. The bylaws of said homeowner's association have been recorded contemporaneously herewith and are incorporated hereto as though set forth fully herein.

IN WITNESS WHEREOF, this instrument has been duly executed on the date first written hereinabove.

DEVELOPER:  
ELJ PROPERTIES, LLC

Jeffrey B. Carmack, Chief Manager  
Jeffrey B. Carmack, Chief Manager

STATE OF GEORGIA COUNTY OF CATOOSA

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Paige LeGrande  
Notary Public



My Commission Expires: 09-02-09