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Lot 30  
5421641

CATOOSA, GA  
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NORMAN L. STONE, Clerk

T. L. Hunt  
1917 Beaver Road  
Ft. Oglethorpe, GA  
30742

RESTRICTIVE COVENANTS

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AUTUMN CREST SUBDIVISION

GEORGIA, CATOOSA COUNTY

WHEREAS, the undersigned are vested with title to all of the lots in Autumn Crest Subdivision, as shown by plats thereof which appears of record in Plat Book 14, Page 177, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and desires to promote the development thereof as a residential subdivision;

NOW THEREFORE, for the protection of the owners of lots in the said subdivision, the undersigned does hereby impose on all lots in Autumn Crest Subdivision, the following Restrictive Covenants, which shall run with the land, to-wit:

(1) That said lots shall be devoted exclusively to residential use, and that no buildings shall be erected or maintained in the subdivision, other than single-family residences, without any outbuildings, other than private swimming pools and outdoor cooking places, which are permissible.

Specifically, it is provided that not one of said lots, or any part thereof, shall be used for a road right of way, and there shall be no provision for road right of way upon or across said lots, or any part of a lot, unless specifically authorized in writing by the undersigned, who reserves the right and privilege of designating any one or more lots, or parts of lots to be used for road right of way purposes, including a public street or road; and any party or parties purchasing lots in said subdivision are hereby charged with knowledge of such fact, and that lots may not be used for roadway purposes without such authority. The rights reserved with reference to aid roadways are specifically reserved for the undersigned, their heirs and assigns.

(2) That no part of any lot shall be used for residential purposes, until

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first a completed dwelling house, conforming fully to the provisions of this instrument shall have been 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) No dwelling, building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said lots until the plans and specifications showing the nature, kind, shape, dimensions, materials, and location of such structure shall have been submitted to and approved by the undersigned.

(4) That, within the period hereinafter stated, all dwellings shall be erected exclusive of open porches and garages, with the following area requirements: 1. Single story homes shall have a minimum of 1600 square feet, 2. Split Foyer, Tri-level and Split level homes shall have a minimum of 1200 square feet on the main living level with an additional 600 square feet on a lower level, 3. One and one-half and Two story homes shall have 900 square feet on the main living level and a total of 1750 square feet in the dwelling proper. All homes must have a two-car garage. This provision shall apply to the dwelling house proper. All homes must have a 7/12 pitch roof minimum and all utilities must be underground from the road right of way to the home. Any deviations from these requirements must be approved by the undersigned. All debris and excess materials must be cleaned up from the building site within one year from the start of construction of the house. Any debris being resulted on surrounding lots must be removed immediately. Any dirt, mud, stone, rock, or debris deposited on the street or roadway must be removed immediately.

(5) That not more than one dwelling shall be erected on any one of said lots. Any dwelling on said lots shall be neatly painted or stained, unless made of brick or stone. The front and side foundation must be of brick or stone, and the rear foundation may be stuccoed, unless made of brick or stone.

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The use of artificial brick or stone will not be permissible. A brick or mountain stone mailbox must be erected at curb for each dwelling.

(6) That no building shall be located on any one of the said residential building lots nearer to the front line of the street bounding same than forty (40) feet, or nearer than ten (10) feet to any side line or alley. Satellite dishes must be to the rear of the dwelling.

(7) That no fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs in the subdivision nor shall kennels be allowed in the subdivision.

(8) Before any dwelling on said premises shall be occupied, a septic tank approved by the constituted public authorities for sewage disposal shall be installed. All sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of the premises therewith, said septic tank may be abandoned.

(9) That for the purpose of property improvement, the undersigned, reserves the right to make deviations and or revisions from these Restrictive Covenants in case of conditions which might develop in the subdivision development stages which might require deviations and or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from the Restrictive Covenants, where same would not materially affect the purposes sought thereby.

(10) That all driveways on lots shall be constructed of concrete.

(11) No metal fences shall be erected or maintained in front of the rear line of the residence on a lot. Any other type fence must first be approved by the undersigned before being erected.

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(12) Streets may not be used for vehicle parking between the hours of 2 a.m. and 8 a.m. At no time may the street be used on a regular basis for vehicle parking. No junk or unused cars will be permitted on property if exposed. Property cannot be used for maintenance of construction equipment such as trucks, tractors, dozers or other like equipment on a regular basis. Any damage done by builder or buyer of lots to streets or curbs must be repaired by owner or builder of said lots.

(13) The undersigned reserves the right to mow the grass and weeds on any lot not built upon at the owner's expense, if the owner does not mow same.

(14) No trailer shall be allowed on any lot in said subdivision except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots if parked behind front line of dwelling.

(15) The undersigned, reserves for themselves, their successors, heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for necessary maintenance of such facilities. There will be a five (5) foot drainage easement along all side and rear lot lines.

Nothing shall be done on any lot that interferes with natural drainage of surface water to the injury of other property. There will be a ten (10) foot drainage easement along the lot lines where the natural surface water traverses through the subdivision.

(16) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from doing so or to recover damages for violations or to obtain specific performance of these covenants.

(17) The provisions herein contained shall inure to the benefits of and be enforceable by: (a) The undersigned, their successors, heirs, executors, administrators or assigns; (b) the grantees in deeds conveying

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land in said subdivision, their respective heirs, executors, administrators or assigns, or (c) any subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

(18) No sign of any kind shall be displayed to the public view on any lot except two professional signs of not more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.

(19) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned or owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

(20) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(21) A period of not more than one year may elapse between the time the foundation is laid and the time the house is completed.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and

seals, this the 15<sup>th</sup> day of MARCH, 1995.

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T. L. Hunt, Inc. (SEAL)  
T. L. Hunt, Inc.

Thad L. Hunt, president (SEAL)  
Thad L. Hunt, president

Gloria B. Hunt VP (SEAL)  
Gloria B. Hunt, vice president

Signed, sealed and delivered

in the presence of:

Ronald E. Smithman

Witness

Doris L. Barnes

Notary Public

My Commission Expires Sept. 14, 1997

My Commission Expires: \_\_\_\_\_

