

AMENDMENT TO RESTRICTIVE COVENANTS

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WHEREAS, on the 4th day of June, 1987, Restrictive Covenants were imposed on certain real property located in Original Land Lot Nos. 86 and 87 in the 28th District and 3rd Section of Catoosa County, Georgia, by Mary Nell Box and Robert Callaway; and

WHEREAS, said restrictive covenants are of record in Deed Book 343, page 649, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and

WHEREAS, none of the real property subject to said restrictive covenants has been conveyed by the undersigned, Mary Nell Box and Robert Callaway; and

WHEREAS, said real property is presently owned by the undersigned Mary Nell Box and Robert Callaway, and they are the sole owners of said real property; and

WHEREAS, after the imposition of said restrictive covenants and the recording of the same in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, the parties desire to modify and clarify the aforesaid restrictive covenants.

NOW THEREFORE, for and in the consideration of the sum of \$10.00, the mutual conditions contained in the restrictive covenants aforesaid and other good and valuable consideration, the undersigned do hereby modify and amend the restrictive covenants of record in Deed Book 343, page 649, in the Office of the above said Clerk as follows:

1.

Paragraph 1 of the Restrictive Covenants is hereby deleted in its entirety and a new paragraph 1 is substituted in its stead as follows:

1. No lot shall be used except for single family residential purposes. Except as provided herein, no buildings shall be erected, altered or placed or permitted to remain on any lot other than single family dwelling and a private garage, but this shall not prohibit the construction of a detached bath house in connection with a construction of a swimming pool. More than one single family dwelling may be placed on a lot subject to the minimum acreage requirement of paragraph 5 of the original covenants hereon.

2.

Paragraph 7 of the Restrictive Covenants is hereby deleted in its entirety and a new paragraph 7 is substituted in its stead as follows:

7. Utility easements of the type and character and at the locations shown on deeds may be reserved on any conveyance for the purpose of utilities or drainage. No utility or drainage easement shall be reserved unless reference is made thereto in a recorded plat of the subdivision or in a conveyance to a property owner.

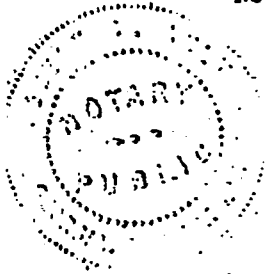
3.

Except as provided herein the Restrictive Covenants of record in Deed Book 343, page 649, shall remain in full force and effect.

Signed, sealed and delivered  
in the presence of:

Charles A. Gill  
Witness

Robert C. Ault  
Notary Public 7/27/77



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~~MARY NELL BOX~~

See Amendment  
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RESTRICTIVE COVENANTS

WHEREAS, Robert Callaway and Mary Nell Box are the owners, in fee simple of a tract of land located in Original Land Lot Nos. 86 and 87 in the 28th District and 3rd Section of Catoosa County, Georgia, and

WHEREAS, it is the plan of Robert Callaway and Mary Nell Box to devote all of the lands described in said real property to residential purposes, and

WHEREAS, it is the plan and intention of the aforesaid that said subdivision shall be a first class residential district.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars, and in consideration of the premises and for the protection of the future purchases of parcels in said subdivision, the undersigned to do hereby impose upon said property the following restrictive covenants:

(1) No lot shall be used except for single-family residential purposes. Except as provided herein, no building shall be erected, altered placed or permitted to remain on any lot other than a one-family single dwelling, and a private garage, but this shall not prohibit the construction of a detached bathhouse in connection with the construction of a swimming pool.

(2) No mobile homes, trailers, or structures of a temporary character, such as, but no limited to, trailers, basements, tents, shacks, shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any residential dwelling be occupied until it is completely finished. Said dwelling must be completed inside and outside within twelve (12) months from the time the foundation footing is commenced.

(3) Any dwelling located on any lot or parcel in said subdivision must contain at least 1400 square feet of floor space, exclusive of basements, porches, garages, breezeways, terraces, etc., and this requirement may be met in the case of two or more...

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erected on any lot or parcel in said subdivision unless said lot or parcel shall contain at least 2 acres and have at least one hundred (100) feet of road frontage.

(6) No hogs, dog kennels, sheep, goats, or poultry shall be allowed to be kept on any lot. Barns for cattle and horses will be permitted.

(7) Public utility easements are hereby reserved of the type and character and at the locations shown by dotted lines on the subdivision plat of record for the purpose of use of the utilities for which reserved.

(8) All dwellings erected on any parcel or lot in said subdivision shall be equipped with inside toilet facilities and must have septic tank and field lines of the type and quality approved by the State Health authorities, and approval of said facilities must be obtained from the duly constituted authorities prior to occupancy.

(9) No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(10) No type of part time or full time business may be transacted on any lot in said subdivision.

(11) That for the purpose of property improvement, Robert Callaway and Mary Nell Box reserve the right to make deviations and/or revisions from these Restrictive Covenants in case of conditions which might develop in the subdivision development states which might require these necessary deviations and/or revisions to facilitate reasonable full development and use of the land; and to consent to, or waive, any minor violations of such Restrictive Covenants.

(12) No owner of any lot in said subdivision may convey any part of any lot or parcel in said subdivision for the purpose of extending any street onto property adjacent to said subdivision without the written consent of the said Robert Callaway and Mary Nell Box.

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accessory building, a screened area, or buried underground. Any exterior installation is subject to approval by the architectural control committee. No auxiliary devices (such as TV antennas) shall be mounted upon any elevation of the dwelling (including roof) which faces a public street.

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 any wise any of the other provisions which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent, but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land and all title to , and estates therein, shall be subject thereto and shall be binding upon each and every owner and occupant of the same until January 1, 2010, or within the extended time of ten (10) years from that date, provided that the majority of the then 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 Grantor, adjoining property owners, or other person or persons owning any other plat of plots in said development 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 so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, ROBERT CALLAWAY AND MARY NELL BOX have hereunto set their hands and affixed their seals, this 4<sup>th</sup> day of June, 1987.

Robert Callaway  
ROBERT CALLAWAY

Signed, sealed and delivered  
in the presence of:

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Signed, sealed and delivered  
in the presence of:

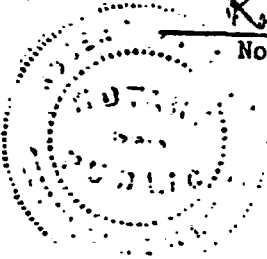
William A. Ac

Witness

Robert Cant

Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires July 20, 1960



~~MARY NELL BOX~~