

BK 1095PG0344

✓ PICK UP

CATOOSA COUNTY GEORGIA
Filed and recorded in this officeMay 26, 20 04 at 9 AM
Recorded in Deed Book 1095 Page 344
NORMAN L. STONE, ClerkRESTRICTIVE COVENANTS FOR
ELIZABETH ESTATES

WHEREAS, Mill Creek, LLC hereinafter "Developers" and "Owners", respectively, are developing and own, respectively, a tract of land as described by deed in Deed Book 1015 page 252 and Deed Book 1004 page 794, in the Office of the Clerk of the Superior Court of Catoosa, County, Georgia and Recorded in Plat Book 19 Page 115

WHEREAS, Owners and Developers desire to impose restrictive covenants on said subdivision in order to promote the orderly development of said tract as a residential subdivision of the benefit of Developers and Owners and the future owners of lots in said subdivision:

NOW, THEREFORE, they impose the following restrictive covenants, which shall run with the land, on all of the lots in said subdivision.

- 1) Homes in said subdivision must contain at least 1400 square of living space, on the same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of multi-level construction must contain at least 1600 square feet of living space. No duplexes or modular homes.
- 2) No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundations must be faced with brick, except that stucco may be used on the rear and side elevation of foundations of homes. Front foundation must be brick or stone.
- 3) Exterior walls of homes must be painted, unless faced with brick, mountain stone, stoe, or vinyl siding.
- 4) All homes must have at least a two-car garage. The construction of carports is prohibited.
- 5) All driveways must be constructed of concrete.
- 6) All homes must have a roof pitch of at least 6/12 and must be guttered in front and rear. Homes must have architectural singles on the roof.
- 7) All homes must have a rear-covered deck or covered patio of at least 120 square feet.
- 8) All homes must fully comply with all local building codes and ordinances.
- 9) All home plans in said subdivision must be approved in writing by Developers before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home. Developers shall be given a set of plans for each home built.
- 10) All homes built must be completely finished, including yard, driveway, landscaping and painting within six months of the date that Developers approves the plans. Front yards must be sod.
- 11) No outbuildings or detached garages. Fences may be built in rear yards only. Fences must be wood or vinyl, no chain link fences and can not be more than six feet in height. Pools must be of the in-ground type only.
- 12) Property purchasers must plant at least One (1) Bradford Pear tree in the front yard with the minimum height of Six (6) feet.
- 13) Home on Lot 3 is not subject to any of these deed restrictions with the exception of sidewalks (item #19), concrete driveway (item #5), brick mailbox (item #18) and no duplex (item #1).

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- 14) All pets must be kept within fences in said subdivision. No horses, cattle, goats, sheep, swine, or other farm livestock may be kept on any lot. No commercial breeding of animals.
- 15) No truck larger than one ton in size may be parked or kept on any lot except during construction of the home on said lot.
- 16) No junk or inoperable cars or cars in need of body repair may be parked on kept on any lot.
- 17) No satellite dishes larger than twenty-four inches in diameter may be erected on any lot or home.
- 18) All mailboxes must be brick with a light.
- 19) Buyer agrees to install sidewalks, within six months from the time of the purchase of each lot. Sidewalks shall be concrete, forty-eight inches in width, four inches thick, and installed along all streets adjoining each lot next to concrete curb. Specifications shall be obtained from Developers.
- 20) All front porches must be constructed of either concrete or treated wood.
- 21) Each lot owner agrees to bear an equal share of the cost of maintenance of the subdivision entrance sign and street lights after installation.
- 22) No dumpsters on any lot at any time. Except during construction.
- 23) All builders agree to sod front yards.
- 24) All lots are in Catoosa County and have city sewer.
- 25) Front setbacks are 30 feet, rear setbacks are 25 feet and side setbacks are 10 feet. A total of 25 feet on sides of yard is allowed.
- 26) The front of all homes must be at least 30% brick.
- 27) No boats, RV's or trailers of any type to be parked on property.
- 28) Developers must approve all site drainages on each lot and all builders must carryout this plan.

These restrictive covenants are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in force and effect. These covenants shall be in effect of a period of 25 years, and shall automatically be renewed for a successive period of 25 years unless canceled or amended by a two-third majority vote or assent of the lot owners, evidenced in writing recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia. Developers and Owners shall have the power during the construction of the homes on said lots to concurrently grant (i.e. both must act to grant or execute) waivers of minor violations of these restrictive covenants that in their opinion do not materially effect the purpose of these covenants. Developers or Owners reserve the right, as long Developers or Owners owns any lot in this subdivision, to concurrently amend any or all of these restrictions as they see fit. All other amendments shall be made by a two-thirds majority of the lot owners evidenced in writing recorded in said Clerk's Office. Either Owners, Developers, or any lot purchaser shall have power to enforce these restrictive covenants, Any person violating these restrictions is noticed that an injunction, action for specific performance and/or other action of law or equity may be had against them in a court of law of competent jurisdiction. Any person violating these restrictive covenants shall be liable for any damage caused and the costs of enforcement, including court cost and attorney's fees.

IN WITNESS WHEREOF, the undersigned have hereunto set their

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hand affixed their seals, on the 25 day of May 2004

Kayo Jones

Notary Public
My commission expires 03-28-04

[Signature]

Mill Creek, L.L.C.

Susan Howard

Witness

[Signature]

Mill Creek, L.L.C.

