

RESTRICTIVE COVENANTS AND CONDITIONS - HOLCOMB ROAD
SUBDIVISION - UNIT 3, EXTENSION ONE

WHEREAS, the undersigned, W. M. FOSTER, is the owner of all of the property consisting of Lots Nos. Thirty (30) to Thirty-Six (36), both inclusive, UNIT Three (3), Extension One (1), Holcomb Road Subdivision, as shown by a plat thereof, prepared by C. C. Newman, Surveyor, under date of May 31, 1971, which is recorded in Plat Book 9, page 158, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and

WHEREAS, it is desired to develop and promote said subdivision, and to protect the purchasers of lots, and their successors in title.

NOW, THEREFORE, I do hereby impose upon all lots in said Unit No. Three (3), Extension One (1), Holcomb Road Subdivision, as the same appears on the Subdivision Plat of record in said Clerk's Office, the following Restrictive Covenants and Conditions:

(1) That said lots shall be devoted exclusively to residential use, and that no building other than a one family dwelling or building ordinarily appertaining to dwelling houses, shall be erected, maintained or used by the Grantees, their heirs or assigns, or any one deriving title or rights from or through them on any of said lots.

(2) That no part of any lot shall be used for residential purposes until first, a complete dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of the 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) That within a period hereafter stated, no dwelling of less interior ground floor area than Nine Hundred (900) square feet, shall be erected, said dimensions shall be exclusive of open porches and garages.

(4) That no more than one dwelling shall be erected on any one of said lots, and any dwelling herein described shall be neatly painted or stained unless of brick or stone; any exposed concrete blocks shall be stuccoed; and that no asbestos siding shall be used in construction of exterior walls of any building.

(5) That no building shall be located on any one of the said residential building plots nearer than twenty-five (25) feet to the front line of the street bounding same, nor nearer than ten (10) feet to any side line or alley; On all corner lots, the building must be at least 20 feet from the side street; no outbuilding or detached garage shall be located on any of said lots.

Catoosa County
Filed 1 day of June 1971 4 p.m.
Recorded 1 day of June 1971
Norman L. Stone, Clerk

154
194

(6) That a five (5) foot easement is reserved for utility and drainage purposes on each side of all rear and interior lot lines, and a ten (10) foot easement is reserved on all outside lot lines adjacent to adjoining property owners so that the minimum easement reserved for said purposes shall be ten (10) feet on all lot lines.

(7) That not one of said residential lots shall be resubdivided, but shall remain as will be shown on said plat, except or unless the said W. M. Foster, rearrange boundaries on any lots and re-plat in such a way that any re-platted lot shall not be of less street frontage than 70 feet at building set back line, excluding cul de sacs; there shall not be of less area than 10,000 square feet, or combine two or more lots as one lot, and in either event, the restrictions contained in Paragraphs 5 and 6 above, shall apply to only the outside boundary lines of said building plot formed by such re-platting or by the combination of the two or more lots.

(8) That no public or private street or road way shall be constructed on, through or across any of said restricted lots, except or unless the said W. M. Foster shall rearrange the boundaries on any of said lots and re-plat same in such a way as to provide for such street or road way. This provision shall not be construed to prevent the construction of a private driveway from any street shown on said plat on to any lot.

(9) That no fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon such premises, neither shall any sheep, goats, swine, or any such animals belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys abounding said premises.

(10) That no cars or appliances that is not in regular use shall be stowed on any lot. The intent of the Paragraph "(10)" being to prevent any lot from becoming cluttered with junk of any kind.

(11) That all of the streets and roadways shown on the plat or survey above referred to are hereby dedicated to the public use for streets and roadway purposes, and shall be subject to the duly constituted public authorities.

(12) Whether or not expressed stated in deed or deeds of conveyance, conveying any one or more of said lots, each conveyance shall be subject to the Zoning Acts as passed by the State Legislature or any zoning by Catoosa County and any amendments thereof.

(13) That before construction is commenced on any dwelling, the plans and specifications must be reviewed and approved by either COY RIDDLE, W. V. LAWRENCE or W. M. FOSTER.

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 no 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 other.

155
195

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 the same shall be binding upon each and every owner and occupant of the same until January 1, 2004, 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 Catocosa County, Georgia, so authorizing this extension. It shall be lawful for Grantors or other person or persons owning any other plot or plots in said development or 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, W. M. FOSTER has hereunto set his hand and seal, on this the 1st day of June, 1971.

W. M. Foster (SEAL)
W. M. Foster

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Jakelin Carter
Notary Public
My commission expires: 4/15/72



193

RESTRICTIVE COVENANTS AND CONDITIONS - HOLCOMB ROAD
SUBDIVISION - UNIT 3, EXTENSION ONE

WHEREAS, the undersigned, W. M. FOSTER, is the owner of all of the property consisting of Lots Nos. Thirty (30) to Thirty-Six (36), both inclusive, and Lots Nos. Sixty-Five (65) to Sixty-Seven (67), both inclusive, Unit Three (3), Extension One (1), Holcomb Road Subdivision, as shown by a plat thereof, prepared by C. C. Newman, Surveyor, under date of May 31, 1971, which is recorded in Plat Book 9, page 158, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and

WHEREAS, it is desired to develop and promote said subdivision, and to protect the purchasers of lots, and their successors in title.

NOW, THEREFORE, I do hereby impose upon all lots in said Unit No. Three (3), Extension One (1), Holcomb Road Subdivision, as the same appears on the Subdivision Plat of record in said Clerk's Office, the following Restrictive Covenants

- (1) That said lots shall be devoted exclusively to residential use, and that no building other than a one family dwelling or building ordinarily appertaining to dwelling houses, shall be erected, maintained or used by the Grantees, their heirs or assigns, or any one deriving title or rights from or through them on any of said lots.
- (2) That no part of any lot shall be used for residential purposes until first, a complete dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of the 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) That within a period hereafter stated, no dwelling of less interior ground floor area than Nine Hundred (900) square feet, shall be erected, said dimensions shall be exclusive of open porches and garages.
- (4) That no more than one dwelling shall be erected on any one of said lots, and any dwelling herein described shall be neatly painted or stained unless of brick or stone; any exposed concrete blocks shall be stuccoed; and that no asbestos siding shall be used in construction of exterior walls of any building.
- (5) That no building shall be located on any one of the said residential building plots nearer than Twenty-five (25) feet to the front line of the street bounding same, nor nearer than ten (10) feet to any side line or alley; On all corner lots, the building must be at least 20 feet from the side street; no outbuilding or detached garage shall be located on any of said lots.

Catoosa County
Filed 3 day of June 19 71 37
Recorded 3 day of June 19 71
Nathan L. Stone, Clerk

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(6) That a five (5) foot easement is reserved for utility and drainage purposes on each side of all rear and interior lot lines, and a ten (10) foot easement is reserved on all outside lot lines adjacent to adjoining property owners so that the minimum easement reserved for said purposes shall be ten (10) feet on all lot lines.

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(8) That no public or private street or road way shall be constructed on, through or across any of said restricted lots, except or unless the said W. M. Foster shall rearrange the boundaries on any of said lots and re-plat same in such a way as to provide for such street or road way. This provision shall not be construed to prevent the construction of a private driveway from any street shown on said plat on to any lot.

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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 no 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 other.

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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 the same shall be binding upon each and every owner and occupant of the same until January 1, 2004, 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 Grantors or other person or persons owning any other plot or plots in said development or 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, W. M. FOSTER has hereunto set his hand and seal, on this the 1st day of June, 1971.

W. M. Foster (SEAL)
W. M. Foster

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Jacqueline Carter
Notary Public
My commission expires: 4/15/72

