

RETURN TO:
 WOODS CHRISTIAN TITLE AGENCY
 110 HOWARD STREET
 ROSSVILLE, GA 30741

**DECLARATION OF PROTECTIVE AND RESTRICTIVE
 COVENANTS FOR NORTH LAKE SUBDIVISION**

STATE OF GEORGIA

COUNTY OF CATOOSA

CATOOSA COUNTY GEORGIA
 Filed and recorded in this office

Nov 21, 20 01 at 1:00 AM
 Recorded in Deed Book 849 Page 1
 NORMAN L. STONE, Clerk

WHEREAS, Michael Van Veldhuizen is the owner, in fee simple, of a tract of land located in Original Land Lot no. 142 and is known and designated as North Lake Subdivision shown by plat of record recorded in Plat Book 17, Page 182 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

WHEREAS, it is the plan and intention of the aforesaid that said tract shall be a first class residential district, and that as part of the development plan of said property that the same be restricted according to use and occupancy.

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 purchasers of the four (4) lots located on the above described property, the undersigned do hereby impose upon the above referenced property the following restrictive covenants and conditions:

1. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a one-family single dwelling (which shall not exceed two stories in height above the ground), and a private garage. It shall be permitted to build outbuildings that conform to the main dwelling for the use of storage of lawn tractors, garden tools, etc. All out buildings are to be built of the same material as the residence and should have the same setback as the residence.
2. No residential lot shall be re-subdivided into building plots of a lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall be thereafter be considered apart of such adjoining lot.

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9. No type of part time or full time business may be transacted on any lot in said subdivision; however, home offices shall be permitted so long as clients or deliveries are not made to the dwelling business
10. No trailer shall be allowed on any lot or parcel, except that truck campers and travel trailers may be parked on said lots or parcels if parked to the back half of the property. No truck camper travel trailer may be occupied while parked on said lot or parcel. No cars, trucks, campers or recreational vehicles shall be parked on the streets of the subdivision.
11. No Owner of any lot 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 Michael Van Veldhuizen, his heirs or assigns.
12. No junk, wrecked cars or non-operative vehicles shall be allowed to remain on any parcel or lot neither in said subdivision, nor on the streets of said property.
13. No fuel tanks or similar storage receptacles may be exposed to view; Such receptacles must be installed within the main dwelling, an accessory building, a screened area, or buried underground. No auxiliary devices (such as TV antennas 20 inches or greater) shall be mounted upon any elevation of the dwelling (including roof) which faces a public street.
14. All fences must be decorative in design and must not be chain link or cattle fences.

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, 2022, 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 the extension.

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It shall be lawful for Grantor, adjoining property owners, or other person or persons owning any other plot or plots in said development to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenant or conditions and either to prevent him/her or them from so doing or to recover damages or other dues for such violations.

IN WITNESS WHEREOF, Michael Van Veldhuizen has hereunto set his hand and affixed his seal, this 20th day of November, 2001.

Signed, sealed and delivered in the Presence of :

Carolyn P. Huse
Witness

[Signature]
Michael Van Veldhuizen

[Signature]
Notary Public
PUBLIC
Conn. Expires 8/23/2003

FROM : PRUDENTIAL RCR

FAX NO. : 4234990090

Sep. 11 2003 02:55PM P10

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STATE OF GEORGIA
COUNTY OF ~~WILKINSON~~ *Carleton*

ROAD MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Jay W. Brown and Kathy K. Brown are the owners of a tract of land known as Lot No. 5 of the North Lake Subdivision, as shown by copy of the attached survey drawing and James Christopher Morris is the owner of Lot No. 1 and the private drive known as North Lake Road, as shown by drawing attached; and

UPON VALUABLE CONSIDERATION and the agreements herein contained, the parties hereto agree that the normal and usual maintenance of said road described above shall henceforth be shared jointly and paid for by the owners herein named. "All" maintenance shall mean such grading and graveling as is necessary to maintain said driveway in the same condition as it exists as of this date. Any further maintenance, such as permanent pavement, shall be decided upon between the parties.

The obligations under this agreement may be assigned by the parties of the respective properties, and such assumption of responsibility by a subsequent purchaser shall release the then obligated parties from this agreement.

This agreement may be signed in duplicate, both of which shall be deemed to be one instrument and enforceable as one document.

This 28th day of February, 2002.

Signed, Sealed and delivered
in the presence of:

WITNESS

Notary Public

My commission expires:

2/13/04

Jay W. Brown
Jay W. Brown

Kathy K. Brown
Kathy K. Brown

James Christopher Morris
James Christopher Morris