

639

*Sigil Cook  
2525 Falcon Dr.  
Dalton Ga 30721*

Walker County, GA

Filed and Recorded in this office 4-13 2004 <sup>Am</sup> <sub>pm</sub> 2:00  
Recorded in Deed Book 1242 Page 639-643

AFTER RECORDING, RETURN TO:  
J. TRACY WARD, ESQ.  
SPONCLER & THARPE, L.L.C.  
P.O. BOX 398  
DALTON, GA 30722-0398

Bill McDaniel, Clerk

**RESTRICTIVE COVENANTS  
against  
PEAVINE RIDGE COUNTRY ESTATES PHASE 1**

**GEORGIA, WALKER COUNTY.**

WHEREAS, TARVIN ROAD, LLC, is the owner and developer of PEAVINE RIDGE COUNTRY ESTATES PHASE 1, a subdivision lying and being in Land Lots Nos. 164 and 197 in the 8<sup>th</sup> District and 4<sup>th</sup> Section of Walker county, Georgia, as recorded in Plat Book 12, page 79, in the Office of the Clerk of the Superior Court of Walker County, Georgia, and desires to place certain restrictive covenants on record applicable to said subdivision and each lot therein.

NOW THEREFORE, the following Restrictive Covenants are hereby declared to be applicable to PEAVINE RIDGE COUNTRY ESTATES PHASE 1, and each lot therein:

1. All lots shall be residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, private garage and any other building not prohibited hereby.

2. No building shall be erected on any lot nearer than the minimum setback lines as shown on the aforesaid plat. No building shall be erected on any lot nearer than 35 feet

240

to the front lot line, or per plat whichever is greater. The minimum setback lines for the interior lot line and the rear lot line shall be in accordance with the Walker County Code or the plat of the property, whichever is greater.

3. After any lot has been sold by the developer, such lot may not be subdivided and sold in order to make room for another dwelling, nor shall any lot be used as a road except by said developer or with his approval. The owner and developer expressly reserves the right to cut a road or roads through any of said lots prior to their sale by the developer.

4. No residential structure shall be erected and placed on any lot containing less than 1500 square feet of living area, exclusive of basements, garages, porches and terraces and shall have a minimum roof pitch of 6/12.

5. No exposed concrete blocks shall be used as exterior finishing for any building located on any lot. All front porches shall be closed foundation, not opened pier. All exposed foundations must be rock or brick and shall not be stucco.

6. No trailer, mobile home, basement, tent, cabin, garage, or other outbuilding shall at any time be used as a residence temporarily, nor shall any structure of a temporary character be used as a residence. No trailer nor mobile home shall be placed on any lot within said subdivision. No air conditioning window unit, exterior laundry or propane tanks should be visible to public view.

7. No noxious or offensive activity of any kind shall be carried on upon any lot, nor any activity be done thereon which may be or become an annoyance or nuisance to the neighborhood. The placing of any junk or abandoned motor vehicle, or parts thereof, on any lot shall be deemed a nuisance hereunder. No recreational or commercial vehicle shall be allowed to be kept or garaged on the lot. No above ground swimming pool shall be placed on any lot.

8. No trade or business may be carried on within said subdivision.

9. The erection of any hut, cabin, shed, barn, or other unsightly structure is strictly

641

prohibited, but such prohibition shall not be construed to prevent owners from erecting a structure for pets or domestic animals. No lot owner shall allow more than two pets to reside on the lot. No fenced dog runs or pens are permitted except upon approval of the developer as long as the developer owns any lots in the subdivision. Any storage buildings and any exterior construction shall first be approved by the developer.

10. No sheep, goats, chickens, cattle, horses, swine, or other livestock shall be kept within said subdivision.

11. Any satellite dish must be located behind the rear corner of the residence and can not exceed 18-20 inches in diameter.

12. Parking in the streets of said subdivision is hereby prohibited, except on a temporary basis or by workmen during construction of dwelling houses. Such workman, however, shall park only in front of the lot on which work is being done. Each driveway must be a minimum of 12 feet in width.

13. All vacant lots must be maintained and kept neat and clean in appearance at all times. No lot shall be used for the dumping of garbage, rubbish or refuse. All trees cut shall be removed from the subdivision. Each residence constructed on any lot must also be maintained, kept neat in appearance, and mowed in its entirety.

14. All house plans shall be approved by the developer prior to the commencement of construction. Upon submission of such plans, failure to approve same within thirty (30) days shall constitute approval thereof. Likewise, no fences shall be erected upon any lot within said subdivision without the prior approval of the developer. In no event shall a fence be erected to the front of any dwelling. No wood or stucco siding shall be placed on any structure. All shingles shall be 30 year architectural shingles.

15. The developer reserves to itself the right to waive any provisions of these covenants, provided, in its sole judgment, such waiver shall be of a benefit to the subdivision and the owners of lots herein.

16. Each builder who builds any house in the subdivision must have at least one

042

portable toilet located in the subdivision while construction is being done by said builder.

17. Each lot owner agrees that when a residence is being built the lot owner will cause 3 inspections to be made by the Walker County Building Inspector as follows: a rough in inspection, a footings inspection and a final inspection.

18. Each lot owner agrees to be solely responsible for all soil erosion measures required to be taken by any local, state or federal laws or ordinances or as directed by any official having jurisdiction over soil erosion control. The driveway entry and the rock for the driveway shall be in place before construction materials are delivered.

19. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until February 1, 2024, at which time such covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

20. If any lot owner shall violate, or attempt to violate any of the covenants contained herein, it shall be lawful for any person or persons owning real property situated in said subdivision to institute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent or restrain the alleged violator from doing, or to recover damages for such violation.

21. Invalidation of any one of these covenants by judgment or order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

22. The landscape plan must include at a minimum fifteen (15) plants of three gallon size. All lots shall be strawed and seeded after the grade is completed.

23. Any individual who purchases a lot in this subdivision must begin construction of a residence no later than 12 months from the date of the closing of the purchase of said lot. In the event that construction is not begun within said 12 month period the developer shall have absolute right to purchase the unimproved lot from the lot owner within 60 days from said 12 month period set forth above at a sales price equal to the original sales price for the sale of the lot. The developer must give written notice to the lot

643

owner within the 60 day period as set forth above of its intention to purchase, and the closing shall occur on or before 30 days after the date of the written notice to the lot owner by the developer, and at the closing the developer shall tender the sales price and the lot owner shall execute a warranty deed to developer conveying marketable fee simple title to the lot.

IN WITNESS WHEREOF, the said owner and developer has hereunto caused its Member/Manager to set his hand and affix his seal, on this 09 day of April, 2004.

TARVIN ROAD, LLC

By: [Signature] (SEAL)  
VIRGIL COOK  
Manager/Member

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

