

420/183

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## RESTRICTIVE COVENANTS

OF

## BICENTENNIAL ESTATES - NO. 1, 1776-1976

WHEREAS, Robert H. Potts and William F. Potts are vested with title to all of the lots in Bicentennial Estates - No. 1, 1776-1976, a subdivision as shown by plat thereof which appears of record in Plat Book 7, Page 279, in the Office of the Clerk of the Superior Court of Walker County, Georgia, and desires to promote the development thereof as a residential subdivision;

NOW THEREFORE, for the protection of the owners of lots in said subdivision, they do hereby impose on all lots in the said subdivision, the following restrictive covenants, which shall run with the land, to wit:

(1) That said lots shall be devoted exclusively to residential use, and that no buildings shall be erected or maintained in the subdivision, other than single family residences. One single story outside storage building, not to exceed 225 square feet may be placed on a lot. It must be located a minimum of 40 feet in back of the back line of the residence, and cannot be nearer than 20 feet to any lot line. It must be stained and have no exposed concrete blocks. Private swimming pools, and outdoor cooking places are permissible. Specifically it is provided that no one of said lots, or any part thereof shall be used for a road right of way and there shall be no provision for road right of way upon or across said lots, or any part of a lot, unless specifically authorized in writing by Robert H. Potts and William F. Potts, the developers, who reserve the right and privilege of designating any one or more lots, or parts of lots to be used for road right of way purposes including a public street or road; and any party or parties purchasing lots in said subdivision are hereby charged with knowledge of such fact, and that lots may not be used for roadway purposes without such authority. The rights reserved with reference to said roadways are specifically reserved for Robert H. Potts and William F. Potts, the developers, their successors and assigns.

(2) That no part of any lot shall be used for residential purposes, until first a completed dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this 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. A trailer shall not under any circumstances be considered as a permanent dwelling. If no inside storage space exist on a lot then a travel home, travel trailer, camper, boat, etc. must be stored or parked a minimum of 40 feet in back of the back line of the residence.

(3) That, within the period hereinafter stated, no dwelling of less interior ground floor area than twelve hundred (1200) square feet shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house proper and not to such out-buildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than one thousand (1,000) square feet of living area. (Garages must be attached and be at least 20 x 30 and have an entrance from the side, however a garage in the basement will be permissible with an entrance from the side.) Decorative fences only are permitted on the front line and side line to the back of the house. "Decorative" means they must be of split rail or pole and cannot exceed 48 inches in height. No chain link or solid type fence shall be permitted on the front line or side line to the back of the house. Any type of fence desired may be placed on the property starting at the back line of the house. 417



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(4) That no more than one dwelling shall be erected on any one of said lots, and any dwelling or outbuildings on any part of the plot herein described shall be neatly painted or stained, unless of brick or stone; any exposed concrete blocks shall be stuccoed; and no asbestos siding shall be used in construction. A minimum of one-half of the front elevation shall be of brick, stone, or similar masonry finish. Provided that the developers, their successors or assigns, shall have the exclusive right and privilege when it deems plans for construction of a residence upon any lot in the subdivision to be of such type and character as to make it desirable to permit other finish on the front elevation, (and when it deems that such a variance in the finish of the front elevation will not adversely affect the purposes sought to be attained by said Restrictive Covenants), to grant such permission for variance in the finish of the front elevation, which shall be in writing, and shall be recorded in the Office of the Clerk of the Superior Court of Walker County, Georgia.

(5) That no building shall be located on any one of the said residential building plots nearer to the front line of the street bounding same than forty (40) feet, or nearer than twenty (20) feet to any side line or alley.

(6) That no lot shall be resubdivided, but shall remain as shown on said plat, except or unless the developers, William F. Potts and Robert H. Potts re-arrange boundaries on any lots, and re-plat in such a way that any re-platted lot shall not be of less street frontage than 150 feet; and shall not be of less area than 20,000 square feet, in which event the restrictions contained in Paragraph (5) above shall apply to only the outside boundary lines of said building lot formed by such re-platting.

(7) That no fowls, horses, mules, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs in the subdivision.

(8) That before any dwelling on said premises shall be occupied, a septic tank approved either by the developers, William F. Potts and Robert H. Potts or by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewers being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

(9) That, for the purpose of property improvement, Robert H. Potts and William F. Potts, the developers, reserve the right to make deviations and/or revisions from these restrictive covenants in case of conditions which might develop in the subdivision development stages which might require deviations and/or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants where the same would not materially affect the purposes sought thereby.

(10) That all driveways on lots shall be constructed of plant mix asphalt or concrete.

(11) William F. Potts and Robert H. Potts, the developers, reserve for themselves, their successors and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with the natural drainage of surface water to the injury of other property.

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(12) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

(13) The provisions herein contained shall inure to the benefit of and be enforceable by: Robert H. Potts and William F. Potts, the developers, their successors or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; or (c) any subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

(14) No sign of any kind shall be displayed to the public view on any lot except three (3) professional signs of not more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.

(15) No cars or appliances not in regular use shall be stored on any lot. The intent of this paragraph being to prevent any lot from becoming cluttered with junk of any kind.

(16) Robert H. Potts and William F. Potts, owners and developers of said Subdivision must approve all plans and specifications for the erection of all dwellings in said subdivision.

(17) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the developers, Robert H. Potts and William F. Potts, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this instrument is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

(18) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert H. Potts and William F. Potts have hereunto set their hands and affixed their seals on this the 2<sup>nd</sup> day of July, 1976.

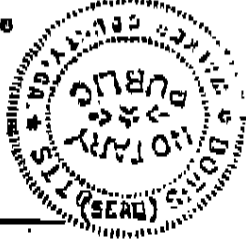
Signed, Sealed, and Delivered in the presence of:

W.B. Murdock  
Witness

Doris L. Potts  
Notary Public

Robert H. Potts  
Robert H. Potts

William F. Potts  
William F. Potts



My commission expires: 7-7-79

Walker County, Ga  
Filed and Recorded in this office July 2, 1976 11:45 AM.  
Recorded in Deed Book 420 Page 183-185  
Bill McDaniel, Clerk

448/554

#13

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RESTRICTIVE COVENANTS  
OF  
BICENTENNIAL ESTATES - NO. 2, 1976-1976

WHEREAS, Robert M. Potts and William F. Potts are vested with title to all of the lots in Bicentennial Estates No. 2, 1976-1976, a subdivision as shown by plat thereof which appears of record in Plat Book 8, Page 85-87, in the Office of the Clerk of the Superior Court of Walker County, Georgia, and desires to promote the development thereof as a residential subdivision;

NOW THEREFORE, for the protection of the owners of lots in said subdivision, they do hereby impose on all lots in the said subdivision, the following restrictive covenants, which shall run with the land, to wit:

(1) That said lots shall be devoted exclusively to residential use and that no buildings shall have exposed concrete blocks.

(2) That no part of any lot shall be used for residential purposes, until first a completed dwelling house, conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this 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. A trailer shall not under any circumstances be considered as a permanent dwelling. If no inside storage space exist on a lot then a travel home, travel trailer, camper, boat, etc. must be stored or parked a minimum of 40 feet in back of the back line of the residence.

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(3) That within the period hereinafter stated, no dwelling of less interior ground floor area than sixteen hundred (1600) square feet shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house proper and not to such out-buildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than one thousand (1,000) square feet of living area. Garages must be attached and be at least 20 x 20 and have an entrance from the side, however a garage in the basement will be permissible with an entrance from the side. Decorative fences only are permitted on the front line and side line to the back of the house. "Decorative" means they must be of split rail or pale and cannot exceed 48 inches in height. No Chain link or solid type fence shall be permitted on the front line or side line to the back of the house. Any type of fence desired may be placed on the property starting at the back line of the house.

(4) All dwellings or outbuildings on any tract shall be neatly painted or stained unless of brick or stone. Any exposed concrete blocks shall be stuccoed. Western cedar, log homes or similar construction is permissible.

(5) That no building shall be located on any one of the said residential building plots nearer to the front line of the street bounding same than forty (40) feet, or nearer than twenty (20) feet to any side line or alley.

(6) Tracts 1, 2, 3, 18, 19, and 20 - That no fowls, horses, mules, cattle or sheep or like animals shall be kept or allowed to remain upon said premises, neither shall any sheep, goats, swine or any other such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of dogs in the subdivision.

Tracts 4 - 17 - That no fowls, sheep, swine, goats or other like animals shall be kept or allowed to remain upon said premises, neither shall any fowls, sheep, goats, swine or any such animal belonging to the owners or occupants thereof be allowed to roam or run at large on the streets or alleys bounding said premises. There shall be no commercial breeding of horses, mules, cattle, dogs or any other livestock.

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(7) That before any dwelling on said premises shall be occupied, a septic tank approved either by the developers, William F. Potts and Robert H. Potts or by the constituted public authorities for sewage disposal shall be installed, all sewage from the premises shall be turned into such tank and the same shall be continuously maintained in proper state of sanitation; provided, that upon any approved system of sewage being installed for the use of the community on which said premises are located and upon proper connection of said premises therewith, said septic tank may be abandoned.

(8) That, for the purpose of property improvement, Robert H. Potts and William F. Potts, the developers, reserve the right to make deviations and/or revisions from these restrictive covenants in case of conditions which might develop in the subdivision development stages which might require deviations and/or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants where the same would not materially affect the purposes sought thereby.

(9) That all driveways on Tracts 1,2,3,18,19 and 20 shall be constructed of plant mix asphalt or concrete.

(10) William F. Potts and Robert H. Potts, the developers, reserve for themselves, their successors and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with the natural drainage of surface water to the injury of other property.

(11) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

(12) The provisions herein contained shall inure to the benefit of and be enforceable by: Robert H. Potts and William F. Potts, the developers, their successors or assigns; (b) the grantees in deeds conveying land in said subdivision, their respective heirs, executors, administrators or assigns; or (c) any subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.

(13) No sign of any kind shall be displayed to the public view on any lot except three (3) professional signs of not more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.

(14) No cars or appliances not in regular use shall be stored on any lot. The intent of this paragraph being to prevent any lot from becoming cluttered with junk of any kind.

(15) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the developers, Robert H. Potts and William F. Potts, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this instrument is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

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(16) Invalidation of any one of these covenants or restriction by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert H. Potts and William F. Potts have hereunto set their hands and affixed their seals on the 21st day of August, 1978.

Signed, Sealed and Delivered in the presence of:

Bobbee M. De Borda  
Witness

Robert H. Potts  
Robert H. Potts

Samuel L. Potts  
Notary Public

William F. Potts  
William F. Potts

My commission expires 7-7-79

Walker County, Ga.  
Filed and Recorded in this office Aug 21 1978 12:00 PM  
Recorded in Deed Book 448 page 554-556  
Bill McDaniel, Clerk

427/377

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AMENDED RESTRICTIVE COVENANTS OF BICENTENNIAL ESTATES NO. 1, 1776 - 1976

WHEREAS, on July 2, 1976, Robert H. Potts and William F. Potts imposed certain covenants and restrictions on Bicentennial Estates - No. 1, 1776-1976, a Subdivision as shown by plat thereof which appears of record in Plat Book 7, Page 279 in the Office of the Clerk of the Superior Court of Walker County, Georgia, reference to which plat is hereby made for a more particular description of said Subdivision;

WHEREAS, the original restrictive covenants on Bicentennial Estates - No. 1, 1776-1976 are recorded in Deed Book 420 on Pages 183, 184 and 185 in the Office of the Clerk of the Superior Court of Walker County, Georgia;

WHEREAS, Robert H. Potts and William F. Potts, the original subdividers of Bicentennial Estates - No. 1, 1776-1976 are desirous of amending said original restrictive covenants;

NOW, THEREFORE, for the protection of the owners of lots located in said Subdivision, the original restrictive covenants on Bicentennial Estates - No. 1, 1776-1976 dated July 2, 1976, recorded in Deed Book 420, Page 183 in the Deed Records of Walker County, Georgia, are hereby amended as follows:

Paragraph 3 of the original restrictive covenants on Bicentennial Estates - No. 1, 1776-1976 is hereby deleted in its entirety and in lieu thereof, the following new Paragraph 3 shall read as follows:

(3) That, within the period hereinafter stated, no dwelling of less interior ground floor area than sixteen hundred (1600) square feet shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house proper and not to such out-buildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than one thousand (1,000) square feet of living area. Garages must be attached and be at least 20 x 20 and have an entrance from the side, however a garage in the basement will be permissible with an entrance from the side. Decorative fences only are permitted on the front line and side line to the back of the house. "Decorative" means they must be of split rail or pole and cannot exceed 48 inches in height. No chain link or solid type fence shall be permitted on the front line or side line to the back of the house. Any type of fence desired may be placed on the property starting at the back line of the house.

Except as above amended and changed, the restrictive covenants on Bicentennial Estates - No. 1, 1776-1976 shall remain in full force and effect.

IN WITNESS WHEREOF, Robert H. Potts and William F. Potts have hereunto set their hands and affixed their seals on this 16 day of December 1976.

Robert H. Potts (Seal)

William F. Potts (Seal)

Signed, sealed and delivered in the presence



Eric Cournotary Public

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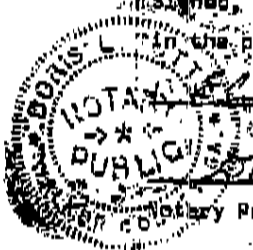
The undersigned, being all of the persons, or partnerships which presently own fee simple title in and to any of the lots located in Bicentennial Estates No. 1, 1776 - 1976 more particularly described in Plat Book 7, page 279 in the Office of the Clerk of the Superior Court of Walker County, Georgia, hereby ratify and affirm the amendment attached hereto whereby the original restrictive covenants on Bicentennial Estates - No. 1, 1776 - 1976 is amended so that no dwelling of less interior ground floor area than sixteen hundred (1600) feet shall be erected, said dimensions shall be exclusive of open porches and garages.

The undersigned hereby agree that no dwelling shall be erected on any lot which they presently own or which they might acquire in the future which does not comply with both the original restrictive covenants and the amended restrictive covenants on Bicentennial Estates - No. 1, 1776- 1976.

The undersigned further agree that their successors and assigns as well as themselves shall be bound by the original restrictive covenants and the amended restrictive covenants on Bicentennial Estates - No. 1, 1776 - 1976, and hereby agree that any conveyance of any lot presently owned by any of the undersigned shall be conveyed subject to the original restrictive covenants and amended restrictive covenants on Bicentennial Estates - No. 1, 1776 - 1976.

James W. Dunn (Seal)  
James W. Dunn

Signed, sealed and delivered  
in the presence of:



Boris L. ...  
Notary Public