

362

ATLANTA COUNTY, GEORGIA
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NORMAN L. STONE, Clerk

Return to:
Clifton M. Patten, Jr.
P.O. Box 727
Ringgold, GA 30736
File No: 7086

RESTRICTIVE COVENANTS

Georgia, Catoosa County.

This declaration made and entered into this 16th day of May, 1997.
by and between CALLAWAY ACRES, INC., a Georgia Corporation with its principal
place of business located in Catoosa County, Georgia, hereinafter referred to as
("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Catoosa
County, Georgia which said real property is more particularly described on
Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties
described on Exhibit "A" shall be held, sold and conveyed subject to the
following easements, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run with the
real property and be binding upon all parties having any right, title or interest
in the property described on Exhibit "A" or any part thereof, their heirs,
successors, and assigns, and shall inure to the benefit of each owner. These
restrictions are not intended to be applicable by express reference in writing.
Declarant, by imposing these restrictions does not imply that these restrictions
will apply to future developments in the same tract of land owned by Declarant.
Declarant reserves the right to impose less restrictive covenants on future
developments in the same subdivision.

Article I

DEFINITIONS

1.01 ARCHITECTURAL CONTROL COMMITTEE. Shall consist of three persons
appointed by the Class B member until such time as the Class B Member no longer
owns primarily for sale any lot subject to this declaration or any past or future
development on the tract of land of which this subdivision is a part, or at such
time as the Class B member may also designate by notice in writing delivered to
the Board of Directors of the Association, whichever shall first occur.
Thereafter the Architectural Control Committee shall consist of such number of
members as the board of directors of the Association shall determine and elect.

1.02 ASSOCIATION. Shall mean and refer to the Callaway Acres Home Owners
Association, Inc., a Georgia not for profit corporation, its successors and
assigns.

1.03 BOARD OF DIRECTORS. Shall mean and refer to the duly elected and
qualified Board of Directors of the Association.

1.04 COMMON AREA. Shall mean all real property and/or easements including

363

the improvements located thereon, owned by the Association for the common use and enjoyment of the owners.

1.05 DECLARANT. Shall mean and refer to Callaway Acres, Inc., its successors and assigns.

1.06 TRACT. Shall mean and refer to any plot of land or parcel shown on any recorded subdivision plat of the properties with the exception of the common area.

1.07 OWNERS. Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract that is a part of the properties, including contract sellers but excluding those having such an interest merely as security for the performance of any obligation.

1.08 "PROPERTIES" OR "PROPERTY". Shall mean and refer to that certain real property as more particularly described on Exhibit "A" attached hereto and incorporated by reference.

ARTICLE I-A

MEMBERSHIP AND VOTING RIGHTS

1-A.01. MEMBERSHIP: Every owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract.

1-A.02. VOTING CLASSES: The Association shall have two classes of voting membership:

(a) CLASS A. Class A members shall be all those persons holding an interest required for membership as specified in Section 1-A.1 of this Article with the exception of declarant. Class A membership shall be non-voting membership, except on such matters and in such events that are hereinafter specified. Class A members shall be entitled to full voting privileges at such time as a Class B member no longer holds primarily for sale any lot subject to this declaration (including future development) or at such time as a Class B member may so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. Before the earlier of these events, Class A members shall be entitled to vote on only (1) any proposal to change the method of calculating the amount of annual assessments to be levied by the Association, (2) any proposal that a special assessment be levied by the Association, (3) any proposal to dedicate or transfer all or any part of the common area to any public agency or authority, (4) any proposal of merger, consolidation, or dissolution or (5) any proposal to amend the articles of incorporation of the Association. When entitled to vote, Class A members shall be entitled to one vote for each tract owned. When more than one person owns a tract, all of such persons shall be Class A members and the vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract. In the event of disagreement

364

among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized in any such vote or votes and shall not be counted.

(b) Class B. Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to one vote plus such number of votes it would be entitled to at any particular time if it were a Class A member rather than a Class B member. The Class B member shall terminate and cease to exist at such time as declarant no longer holds primarily for sale any tract now or hereinafter subject to this declaration, or at such time as declarant shall so designate by notice in writing delivered to the Board of Directors of the Association, whichever shall first occur. From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall then become a Class A member insofar as it may then hold any interest required for membership under 5 1-A.01 of this Article, in which event it shall be and become entitled to such number of votes as then would be allotted to other owners of such interest. The Class B member shall incorporate the Association and shall determine its bylaws.

1-A.03. MEETINGS: All matters concerning meetings of the members of the Association, including the time within which and the manner in which said notice of any meeting shall be given to such members, and a quorum required for the transaction of business of any of said meetings shall be specified in the Bylaws of the Association as amended from time to time and under law.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01. TRACTS SUBJECT TO RESTRICTIONS: The tracts which are, by the recording of this Declaration, subjected to the covenants, restrictions, easements, assessments and liens hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this declaration are described on Exhibit "A", attached hereto and by reference made a part hereof.

ARTICLE III: USE RESTRICTIONS AND RULES

3.01 LAND USE AND BUILDING TYPE: The property described in Exhibit "A" and any other property to which these restrictions are made applicable by express reference shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained on the Property, except:

- (a) Private dwelling houses, each dwelling house being designated for occupancy by a single family;
- (b) Private garages for the sole use of the respective owners or occupants

365

of the building tracts upon which such garages are erected.

(c) Buildings (including garages in paragraph (b) hereof) for the storage of non-commercial vehicles, boats, campers or equipment or tools used in the maintenance of the tract upon which is erected, private greenhouses, spring or pump houses, garden shelters and bathhouses accessory to swimming pools; and

(d) A building to shelter a dog or cat kept for the pleasure of the occupants of the land.

(e) Subparagraphs (b) through (d) are subject to Paragraph 3.9.

3.02 NUMBER OF DWELLINGS; USE OF DWELLING. Not more than one residence shall be erected or maintained upon any tract. The main dwelling must be erected or maintained upon any tract. The main dwelling must be constructed before the erection of any secondary building and no structure of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any tract at any time as a residence, either temporarily or permanently.

3.03 APPROVAL OF LAND USE. No dwelling, building, fence, wall, structure, swimming pool, tennis court, or other improvement shall be commenced, erected or maintained upon any tract, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and the location of the Same have been submitted to and improved in writing as to harmony of design and location in relation to the surrounding structures and topography by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove the design and location within 30 days after the plans and specifications have been submitted to it, approval will not be required and this Article will have been deemed to have been fully complied with.

3.04 BUILDING CONSTRUCTION. Construction must equal or exceed the requirements that are in effect at the time construction is started according to the provisions of the Southern Building Code or its successors. If Catoosa County shall adopt an ordinance providing for building construction and inspection, then under inspection of the building inspector of Catoosa County, Georgia construction can vary from that required from the Southern Building Code in order to conform to the regulations of the governing authority of Catoosa County.

3.05 MINIMUM SQUARE FOOTAGE. Dwellings hereinafter constructed on the property shall, for each of the respective architectural types hereinafter specified, have a minimum square feet of floor space in the heated living area thereof as follows:

(a) Dwellings of one story above ground level shall contain, in the heated living area thereof (exclusive of basements, one story porches and garages) not less than 2400 square feet;

(b) Dwellings of one and one-half story above ground level shall contain,

3660

in the heated living area thereof (exclusive of basements, one story porches and garages) not less than 2600 square feet;

(c) Dwellings of two story above ground level shall contain, in the heated living area thereof (exclusive of basements, porches and garages) not less than 2900 square feet inclusive of both stories;

(d) Split level dwellings shall contain, in the combined heated living area of the intermediate and upper levels thereof (exclusive of basements, porches, and garages) not less than 2600 square feet.

Heated living area having clear headroom of less than five feet shall not be included in any computation of calculation of heated living area of any dwelling for purposes of this covenant. Any dispute of question pertaining to classification or architectural type, correct computation of square footage of heated living area, or other matter of dispute or question pursuant to this covenant shall be determined by the Architectural Control Committee, whose decision or determination shall be conclusive and binding upon all the parties.

3.06 BUILDING LOCATION. No building shall be erected on any tract nearer than 30 feet to the front tract line, or nearer than 40 feet to any side street line. No building shall be located nearer than 10 feet to any side tract line or nearer than 30 feet to any rear tract line; provided that, the Architectural Control Committee shall have authority in its sole and independent discretion to reduce the minimum setback frontage of front and side tract lines on any particular subdivision tract upon the request of that tract owners, and to reduce the minimum setback footage of any interior and/or rear tract line upon the request of that tract owner.

3.07 DRAINAGE AND UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side five feet and the rear ten feet of each tract. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

3.08 NUISANCES. No noxious or offenses activities shall be carried out upon any tract, nor shall anything be done thereon which might be or may become an annoyance or nuisance to the neighborhood. There shall be no junk yards or automobile parts or storage on any tracts within this subdivision, nor shall any tract be used for the operation of an automobile workshop; nor shall any immobile or inoperative automobile be maintained upon any tract or upon any street in the subdivision. No dwelling erected on any tract shall be occupied for habitation until the exterior of said dwelling is fully completed, which shall be deemed to include, but not necessarily limited to, painting or staining of the dwelling of the exterior and completion of construction of driveway and walkway.

3.09 TEMPORARY STRUCTURES AND OUT BUILDINGS. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other

367

out building shall be used on any tract at any time, either temporarily or permanently. No mobile home shall be erected or placed on any tract in this subdivision. This provision shall not prevent the placement by Declarant or its agents of a temporary structure, such as a mobile home, upon said premises for its use as a temporary office during the period of development of said subdivision. Furthermore, auxiliary buildings designated in paragraph 3.01 (b)-(d) may be placed or constructed upon any tract only upon the specified approval of the Architectural Control Committee, and must be located to the rear of any single family dwelling constructed upon any tract in the subdivision.

3.10 SIGNS. No sign of any kind shall be displayed to the public view on any tract except on signs of not more than five square feet advertising the property for sale or signs used by the builder to advertise the property during the construction and sales period.

3.11 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any tract. No derrick or other structures designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any tract.

3.12 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that no more than an accumulated total of two dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Any pet so kept must be kept in a fenced area or under the control of the owner at all times. Pets shall not be permitted to roam the subdivision.

3.13 GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. It shall be kept in sanitary containers. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

3.14 FENCES, WALLS AND HEDGES: No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any lot forward of the rear of the dwelling constructed on the tract. No fence, wall, hedge, or shrub planting which obscures sight lines as elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property line and the line intersecting them at points 25 feet from the intersection of street line or in the case of a rounded property corner from the intersection of the street property lines extended.

3.15 ANTENNAE: There shall be no satellite dish, radio or television antennae allowed on the property except one small satellite dish, which shall not exceed 28 inches in diameter, shall be allowed on the property provided: (1) the

368

small satellite dish shall be attached to the dwelling constructed on the property; (2) the small satellite shall be placed in a location on the dwelling approved by the Architectural Control Committee. If the small satellite can be placed in a location not visible from the street and function properly, this location shall be preferred. In any event the satellite shall be placed in the least conspicuous location on the dwelling.

3.16 CAMPERS, BOATS AND INOPERATIVE VEHICLES: There shall be no campers, motor homes, boats, or inoperative vehicles parked on any tract in the subdivision. Provided, however, that campers, motor homes, and boats may be stored in suitable buildings located behind the dwelling constructed on the tract subject to the provisions of paragraph 3.09.

3.17 GARAGE SALES: There shall not be any garage sales or yard sales conducted upon the property.

3.18 LETTER AND DELIVERY BOXES: The Architectural Control Committee, shall determine the location, color, size, design, lettering, and all other particulars of all mail and paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

3.19 GROUND GROWTH AND REFUSE: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

ARTICLE IV MAINTENANCE OF TRACTS

4.01 APPEARANCE OF TRACTS: The grounds of each tracts (whether vacant or occupied) shall be maintained in a neat and attractive condition.

4.02 RIGHT TO REMEDY: Upon the failure of any owner to maintain his tract (whether vacant or occupied) in a neat and attractive condition, the Architectural Control Committee, its designated committee, or the authorized agents or employees of the Architectural Control Committee, may, after 30 days notice to such owner, enter upon such tract and have the grass, weeds and other vegetation cut when, and as often as, the same is necessary in its judgment and may have dead trees, shrubs and other plants and trash removed therefrom.

4.03 LIABILITY OF OWNER: Such owner shall be personally liable to the Architectural Control Committee for the cost of any cutting, clearing, maintenance or removal described herein determined by the Architectural Control Committee and the liability for amounts expended for such cutting, clearing, and maintenance shall be a permanent charge and lien upon such tract, and enforceable by the Architectural Control Committee by any appropriate proceeding in law or equity. All costs incurred by the Architectural Control Committee on behalf of such owner shall be reasonable.

369

4.04 HOURS OF WORK: Although notice given as herein above provided shall be sufficient to give the Architectural Control Committee or its designated committee or the authorized agents or employees of the committee the right to enter upon such tract and perform the work required, entry for the purposes of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

ARTICLE V
GENERAL PROVISIONS

5.01 ENFORCEMENT: The Architectural Control Committee or any owner, Declarant or any owner shall have the right to enforce by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure to enforce any covenant or restrictions shall in no event be deemed a waiver of the right to do so.

5.02 SEVERABILITY: Invalidation of anyone of these covenants or restrictions by judgment of court shall in no wise effect any other provisions, which shall remain in full force and effect.

5.03 COVENANT TO RUN WITH LAND: The covenants and a restrictions of this declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which they shall be automatically extended for excessive periods of ten years. The Declaration may be amended during the first 20 year period by an instrument signed by not less than a majority of 25% of the owners, and thereafter by not less than 25% of the tract owners.

5.04 RESERVATION OF RIGHTS: The Architectural Control Committee, for the purpose of property improvement, reserve the right to make deviations and/or revisions from these restrictive covenants in case of conditions which might develop in the subdivision which might require the necessary deviations and/or restrictions to facilitate reasonable full development of the use of the land and to consent to, or waive minor violation of such of these restrictive covenants.

IN WITNESS WHEREOF, the parties hereinafter set their hands and affix their seals this 10th day of May, 1997.

Signed, sealed and delivered in the presence of:

CALLAWAY FARMS, INC.

Annette Williams
Witness

By: Jim Callaway

Thomas L. Crowl
Notary Public

Its: President

Attest: Ray Callaway Wilson

Its: Secretary

