

CATHOOSA COUNTY, GEORGIA
Filed and recorded in this office July 16
19 98 at 4:30 p.m.
Recorded in Deed Book 644 Page 283
NORMAN L. STONE, Clerk

This sheet is attached by the Clerk of the Superior Court
in compliance with Section 15-6-61 (a) (10)

O.C.G.A.

(See instrument immediately following this page)

✓SKIP PATTY

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DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
CHEROKEE SPRINGS SUBDIVISION PHASE II
STATE OF GEORGIA, COUNTY OF CATOOSA

WHEREAS, The Lake at Cherokee Springs, Inc. by and through its President Mike K. Callaway ("Owner") is the owner of a tract of land located in Original Land Lot No. 158 in the 28th District and 3rd Section of Catoosa County, Georgia, which is known and designated as CHEROKEE SPRINGS SUBDIVISION as shown by plat of record recorded in Plat Book 16 Page 151, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia (the "Subdivision").

WHEREAS, it is the plan of The Lake at Cherokee Springs, Inc. to devote all of the land described on said plat to maintain nine (10) residential lots (Lots 18 through 27) on said property; and

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 ten (10) lots located on the above described property, the undersigned does hereby impose upon the above referenced property the following restrictive covenants and conditions:

1. There is hereby established an architectural control committee (hereafter referred to as "the Committee") to be initially composed of Mike K. Callaway, Lee R. Sims, and Harold F. Brown. A majority of the Committee may designate a representative to act for it. In case of the death of or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee or their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots of the subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to revoke, expand or reinstate any powers of the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after said plans and specifications have been submitted to it and if suit to enjoin the construction has not been commenced prior to the completion thereof, approval of the Committee shall not be required and the covenants set forth herein shall be deemed to have been fully complied with. Other than in the manner referenced above, the approval or disapproval of the Committee under this section shall in no manner affect any items contained in this instrument.
2. 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. This restriction shall not prohibit the construction of a detached bathhouse in connection with the construction of an in ground swimming pool. It shall be permitted to build outbuildings that conform in design to the main dwelling for the storage of lawn tractors, garden tools, etc. The location and design of these outbuildings and the location of any in ground swimming pools shall be approved in advance by the Committee.
3. No residential lot shall be subdivided into building plots of lesser size than the

- 2,000 square feet of floor space, exclusive of basements, porches, garages, breezeways, terraces, etc. This requirement may be met in the case of two story houses by having at least 1,200 square feet of livable floor space on the ground floor and not less than 2,000 square feet total livable floor space for both levels. In the case of a split-level structure, no dwelling shall be erected on any lot in said subdivision where the ground area and living area shall be less than 2,100 square feet and the lower level shall be finished and not of a temporary character.
5. The style of any dwelling, bathhouse, outbuilding or other structure must be compatible with the other dwellings and structures in the subdivision. Plans and specifications for all dwellings and other structures to be constructed must be submitted to the Committee and approved by the Committee prior to the commencement of construction. The Committee shall have final approval for plans for all buildings, landscapes, and fences.
 6. The outside of the foundation of each dwelling must be covered in brick or stone on all sides of the house, not just the front. No artificial stone materials may be used. Split faced concrete blocks will be acceptable for use on the foundation.
 7. Garage doors can not open to the front (street) of the dwelling; they must open on the side or rear of the dwelling.
 8. Any dwelling constructed on lots 19 through 27 shall be constructed a minimum of 50 feet from the front lot line and 15 feet from the side lot lines. Any dwelling constructed on lot 18 shall be constructed a minimum of 40 feet from the front lot line and 15 feet from the side lot lines. Any outbuilding or bathhouse must be constructed behind the dwelling and not closer than 15 feet from the remaining lot lines. All lake front lots shall have a 10-ft. pedestrian easement reserved along the shoreline of the lake.
 9. Upon completion of the dwelling construction, the lot owner shall promptly complete the landscaping of said lot which shall include the clearing of all building scraps, debris, stumps and any unnatural foliage. The lot owner shall plant grass on all open areas promptly after construction of any dwelling. All front yards shall be grassed or professionally landscaped.
 10. There is hereby prohibited the erection of any duplex structure, commercial apartment house, boardinghouse or other structure designed primarily or intended to be used for rental purposes, however, it is not intended by these restrictions to prohibit an owner from renting or leasing his entire dwelling on a temporary basis.
 11. Violations or attempted violations of any covenant contained herein on the part of the owner of any lot in the subdivision at any time, during the term of these restrictions shall afford any other persons owning a lot or lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants either to restrain such violations or to recover damages or both.
 12. Only owners of lot(s) in the Cherokee Springs Subdivision and the Cherokee Meadows Subdivision and their accompanied guest(s) shall have the right to use common areas of Cherokee Springs Subdivision which include, but are not limited to, the lake and designated recreation areas.
 13. No craft powered by any gasoline or other fuel burning motor shall be used in the lake. Paddleboats, fishing boats powered by electric trolling motors, canoes and rowboats are permitted provided they are used reasonably and in a safe manner.

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14. No mobile homes, trailers, or structures of a temporary character, such as, but not limited to, trailers, basements, tents, shacks, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any residential dwelling be occupied until it is completely finished. No residence of a temporary character shall be permitted under any circumstance. Said dwelling must be completed inside and outside within twelve (12) months from the time the foundation footing is commenced. All driveways must be paved with either Hot-mix asphalt, concrete or blacktop within twelve (12) months from the beginning of construction.
15. The owner of each lot, by virtue of owning property subject to this Declaration, shall be a member of an Owner's Association to be known as "Cherokee Springs"; provided, however, that any person or entity who holds any such interest merely as security for the performance of any obligation shall not be entitled to membership. All incidents of membership, including specifically voting rights, shall be reserved and retained by the Owner until the day (hereafter referred to as the "Transition Date") the Owner has sold 100% of the lots in Cherokee Springs or until the Owner voluntarily relinquishes its incidents of membership including voting rights, whichever first occurs. Upon the Transition Date, the owners of each lot shall enter into an agreement among themselves to formalize as an incorporated body the owners association to be known as "Cherokee Springs Owner's Association, Inc." (the Owner's Association) to be governed by such charter and/or by-laws as shall be appropriate. The primary purposes for the Owner's Association shall be (a) to enforce the provisions of the within Declaration; (b) to preserve, as far as practicable, the natural beauty and to insure the best further development of the property of the subdivision and (c) to provide for the continuing maintenance and preservation of the common property serving said subdivision, such as, but not limited to, streetlights, planter boxes, fences, and landscaping. Immediately upon the Transition Date, the Owner's Association shall assume all functions heretofore performed by the Owner providing for the maintenance of the common property of Cherokee Springs Subdivision.

The Owner's Association shall have the power to assess each lot owner in said subdivision, to effectuate the purposes of the Owner's Association spelled out above, and all such assessments owed by any lot owner to the Owner's Association shall constitute a lien against the property of such owner; provided, however, that such lien shall be inferior and subordinate to the right, title and interest of any person or entity who holds an interest in any such parcel merely as security for the performance of an obligation of the Owner. It shall be incumbent upon the purchaser of any parcel to ascertain whether or not the parcel to be acquired is subject to a lien held by Owner's Association for the nonpayment of any such assessment and the Owner's Association shall respond promptly to any inquiry by a prospective purchaser and any such purchaser shall be authorized to rely upon a written response from the Owner's Association and the information contained therein.

16. No hogs, dogs, cattle, sheep, goats, horses, mules, poultry or other animals shall be allowed to be kept on any lot or parcel in said subdivision except for two (2) dogs or cats (or one (1) dog and one (1) cat) to be kept as pets. No building of any type shall be constructed to house or keep any kind of animal or fowl. No animal breeding farms or kennels shall be allowed on the premises. Pets shall not be permitted to roam the subdivision and the pets may not disturb the quiet enjoyment of the neighborhood.
17. Public Utility and drainage easements ten (10) feet in width are hereby reserved. Said easements to straddle each side and rear lot line as noted in the recorded plat of the

approved by the Catoosa County Health Department, and approval of said facilities must be obtained from the duly constituted authorities prior to occupancy.

19. Noxious and/or offensive activity shall not be carried out upon any lot or parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No two-wheel, three-wheel, four wheel or all terrain vehicles may be used in any portion of the subdivision, including the wooded areas. Licensed vehicles must stay on the roadway.
20. 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 address.
21. All utilities on each lot shall be underground. The Owner reserves the right to place one electric utility pole on any common area.
22. No trailer, travel trailer, camper or recreational vehicle may be maintained on Lots 23 through 27 of the Subdivision unless the same are parked in the driveway of the main dwelling erected on said lots. No trailer, travel trailer, camper or recreational vehicle may be maintained on Lots 18 through 22 of the Subdivision unless the said vehicles are parked either immediately behind the main dwelling erected on said lots or in the driveway of the main dwelling erected on said lots. No trailer, travel trailer, camper or recreational vehicle may be occupied while parked on any lot in the Subdivision. No trailer, travel trailer, camper, recreational vehicle or automobile may be parked on the streets of the Subdivision.
23. 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 Owner its successors or assigns.
24. Without the specific written approval from the Owner, no sign may be displayed to the public view on any lot, except for temporary signs not exceeding four (4) feet square, advertising the property for sale or rent. All signs must be professionally prepared. Exempted from this restriction are real estate signs that may be placed on the lots by Land Brokers, Inc. for a period of time commencing with the date of this instrument and continuing until September 1, 1998.
25. No junk, wrecked cars or non-operative vehicles shall be allowed to remain on any parcel or lot in said subdivision, nor on the streets of said property.
26. 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.
27. No building, fence or walls of any kind shall be erected on any parcel or lot in said subdivision until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Committee as to quality of workmanship and materials to be used, and as to harmony of external design with existing structures.

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28. For the purpose of property improvements, Owner acting by and through its President, Mike K. Callaway reserves the right to make deviations from and/or revisions to these Restrictive Covenants in case of conditions which might develop on these tracts which might require these necessary deviations and/or revisions and to facilitate reasonable full development and use of the land; and to consent to, or waive, any minor violations of such Restrictive Covenants.
29. It shall be the responsibility of Owner to build the initial docks, bridges and picnic tables on the lake and in the common areas of the Cherokee Springs Subdivision. The maintenance and upkeep and preservation of these structures and other improvements shall be the responsibility of the Owners Association.
30. No private docks will be allowed on Lake Cherokee although steps into the lake shall be permitted. All banks on the lake edge shall be vertical and at least three (3) feet deep.
31. To ensure and maintain an unobstructed view of the lake by all lot owners, trees planted on Lots 18 through 27 must be planted at least 25 feet apart. No buildings shall be built within 40 feet of the lake bank and no field lines will be allowed within 50 feet of the water's normal edge.
32. Above the ground swimming pools shall not be permitted. Jacuzzis are permitted.
33. Only the lake front lot owners and their accompanied guest(s) shall be allowed to fish from their property. All other lot owners' fishing rights shall be limited to common areas along the dam and the back part of the lake.
34. All buildings shall be constructed at an elevation higher than 801.5 feet above sea level, which is equivalent to the top of the dam the 100-year flood plain.
35. All mailboxes shall be of masonry construction, complimentary to the neighborhood and subject to the approval of the Committee and must meet US Postal Service Standards.
36. No individual yard sales or garage sales shall be permitted within the subdivision. However, community wide yard sales and/or garage sales shall be permitted only when approved by the Owner's Association and shall be held only upon the date, time(s) and at the location approved by said Owner's Association.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgement or decree of any court of record to be invalid, such action shall not affect in any 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 others.

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.

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 persons 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.

This 15th day of July, 1998.

Signed, sealed and delivered in the Presence of :

The Lake at Cherokee Springs, Inc.

By:

Mike K. Callaway
Mike K. Callaway

Its:

pres.

Witness

Annette Wilhoit
James S. Harris
Notary Public

Notary Public, Catonsville County, Georgia
My Commission Expires August 4, 2001

