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RESTRICTIVE COVENANTS - EDGEEMON HIGHLANDS

WHEREAS, Fred M. Edgemon, Jr. is vested with title to all of the lots in EDGEEMON HIGHLANDS, a Subdivision, as shown by plat thereof which appears of record in Plat Book 11, Page 171, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and desires to promote the development thereof as a residential subdivision;

NOW THEREFORE, for the protection of the owners of lots in the said subdivision, it does hereby impose on all lots in Edgemon Highlands, 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, without any outbuildings, other than private swimming pools, outdoor cooking places, etc., which 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 Fred M. Edgemon, Jr., who reserves 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 Fred M. Edgemon, Jr., his heirs 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.

(3) That, within the period hereinafter stated, no dwelling of less interior ground floor area than thirteen hundred (1300) 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 outbuildings 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.

(4) That no more than one dwelling shall be erected on any one of said lots. The front and side foundation must be of brick or stone, and the balance shall be neatly painted or stained unless it too is of brick or stone. Any exposed concrete blocks shall be stuccoed.

(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 ten (10) feet to any side line or alley.

(6) 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.

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 Norman L. Stone, Clerk

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- (7) That before any dwelling on said premises shall be occupied, a septic tank approved either by the grantor 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.
- (8) That, for the purpose of property improvement, Fred M. Edgemon, Jr. reserves 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 lots shall be constructed of plant mix asphalt or concrete.
- (10) No fences shall be erected or maintained in front of the front line of the residence on a lot.
- (11) There will be no parking on streets.
- (12) All building plans must be submitted to Fred M. Edgemon, Jr. showing full set of blueprints consisting of exterior materials, color, trim of exterior and elevations of home before construction. A building committee consisting of Fred M. Edgemon, Jr. will approve or disapprove the above with his signature on the plans.
- (13) Fred M. Edgemon, Jr. reserves for himself, his heirs 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.
- (14) 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.
- (15) The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Fred M. Edgemon, Jr., his heirs and 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.
- (16) No sign of any kind shall be displayed to the public view on any lot except two professional signs of note more than five square feet advertising the property for sale, or signs used by the developer to advertise the property during the construction or sales period.
- (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 Fred M. Edgemon, Jr., or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be

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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 the said Fred M. Edgemon, Jr. has hereunto set his hand and affixed this seal, on this the 4th day of May, 1978.

Signed, Sealed, and Delivered in the presence of:

Fred M. Edgemon, Jr. (SEAL)
Fred M. Edgemon, Jr.

Merna N. Castings
Witness

Carolyn P. Lee
Notary Public

My commission expires: 2/6/80

