

RESTRICTIVE COVENANTS OF GOLDEN OAKS SUBDIVISION

Perry L. Newby, as the owner of the hereinafter described property in Land Lot No. 273 in the 8th District and 4th Section of Walker County, Georgia, has subdivided said property into lots to be known as Golden Oaks Subdivision, as shown by the plat of said subdivision recorded in Plat Book 10, page _____ in the Office of the Clerk of the Superior Court of Walker County, Georgia, reference to which plat is hereby made for a more full and complete description.

The following restrictive covenants and conditions are hereby imposed on the property shown on said survey plat.

USE OF LAND:

- a) No more than one (1) private dwelling shall be located on any lot. Private dwelling houses shall not have less than 1200 square feet of heated living area. The pitch of the roof shall be 7/12 or more. Each dwelling house shall be designed and constructed for occupation by a single family.
- b) The main dwelling must be constructed before the erection of any secondary buildings. No structure of a temporary character including but not limited to trailers, mobile homes, modular homes, manufactured homes, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes, modular homes or manufactured home shall be placed on said property.
- c) No building shall be located on any lot nearer than forty (40) feet to a street or road.
- d) Within 12 months from the pouring of the concrete footings for the dwelling to be constructed on a lot, the construction of the dwelling must be completed and all driveways must be paved with concrete or hot plant asphalt mix.
- e) No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone, except stucco will be permitted on the rear foundation of dwelling.

PROHIBITION OF COMMERCIAL USE OR NUISANCE:

No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade or business or professional, nor any occupation for profit, shall be permitted upon any of the lots.

GROUNDS:

The grounds of each lot, structures, shrubbery and lawn shall be kept in a clean, maintained and well-kept condition at all times. No signs, shrubbery, plants, fences or other obstructions shall be placed in

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

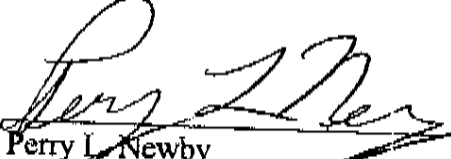
Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment of any court shall in no manner effect any of the other provisions which shall remain in full force and effect.

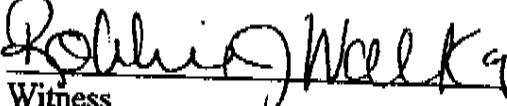
RIGHT OF MODIFICATION:


Perry L. Newby hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in this instrument as to any lot or lots of said subdivision.

In witness whereof, the said Perry L. Newby has hereunto set his hand and affixed his seal, on this the 11th day of November, 1996.

 (Seal)
Perry L. Newby

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public

My commission expires: 3/14/98