

CATOOSA COUNTY GEORGIA

RECORDER OF DEEDS

June 29, 1902
390 307

NORMAN L. STONE, CLERK

RESTRICTIVE COVENANTS

STONECREST SUBDIVISION

307

GEORGIA, CATOOSA COUNTY

WHEREAS. the undersigned are vested with title to all of the lots in Stonecrest Subdivision, Units One and Two, as shown by plats thereof which appears of record in Plat Book 13, Page: 234, 245 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, the undersigned does hereby impose on all lots in Stonecrest Subdivision, Units One and Two, 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 and outdoor cooking places, which are permissible.

Specifically, it is provided that not 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 the undersigned, 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 aid roadways are specifically reserved for the undersigned, their heirs and assigns.

(2) That no part of any lot shall be used for residential purposes, until

508
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.

(3) No dwelling, building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said lots until the plans and specifications showing the nature, kind, shape, dimensions, materials, and location of such structure shall have been submitted to and approved in writing by the undersigned.

(4) That, within the period hereinafter stated, all dwellings shall be erected exclusive of open porches and garages, with the following area requirements: 1. Single story homes shall have a minimum of 1150 square feet. 2. Split Foyer, Tri-level and Split level homes shall have a minimum of 900 square feet on the main living level with an additional 350 square feet on a lower level. 3. One and one-half and Two story homes shall have 700 square feet per floor with a two-car garage. This provision shall apply to the dwelling house proper. All debris and excess materials must be cleaned up from the building site within one year from the start of construction of the house. Any debris being resulted on surrounding lots must be removed immediately. Any dirt, mud, stone, rock, or debris deposited on the street or roadway must be removed immediately.

(5) That not more than one dwelling shall be erected on any one of said lots. Any dwelling on said lots shall be neatly painted or stained, unless made of brick or stone. The front and side foundation must be of brick or stone, and the rear foundation must be stuccoed, unless made of brick or stone.

(6) 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. Satellite dishes must be to the rear of the dwelling.

309

(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 nor shall kennels be allowed in the subdivision.

(8) Before any dwelling on said premises shall be occupied, a septic tank approved 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 the premises therewith, said septic tank may be abandoned.

(9) That for the purpose of property improvement, the undersigned, 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 the Restrictive Covenants, where 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) No metal fences shall be erected or maintained in front of the front line of the residence on a lot. Any other type fence must first be approved by the undersigned before being erected.

(12) Streets may not be used for vehicle parking between the hours of 2 a.m. and 8 a.m. At no time may the street be used on a regular basis for vehicle parking. No junk or unused cars will be permitted on property if exposed. Property cannot be used for maintenance of construction equipment such as trucks, tractors, dozers or other like equipment on a regular basis.

310

Any damage done by builder or buyer of lots to streets or curbs must be repaired by owner or builder of said lots.

(13) The undersigned reserves the right to mow the grass and weeds on any lot not built upon at the owner's expense, if the owner does not mow same.

(14) No trailer shall be allowed on any lot in said subdivision except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots if parked behind front line of dwelling.

(15) The undersigned, reserves for themselves, their successors, heirs and assigns, a permanent easement under, along and over the easements as shown on the master plan of the development for caring of utilities, water or sewage and for necessary maintenance of such facilities. Nothing shall be done on any lot that interferes with natural drainage of surface water to the injury of other property.

(16) 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 doing so or to recover damages for violations or to obtain specific performance of these covenants.

(17) The provisions herein contained shall inure to the benefits of and be enforceable by: (a) The undersigned, their successors, heirs, executors, administrators 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.

(18) No sign of any kind shall be displayed to the public view on any lot except two professional signs of not more than five square feet

311

advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.

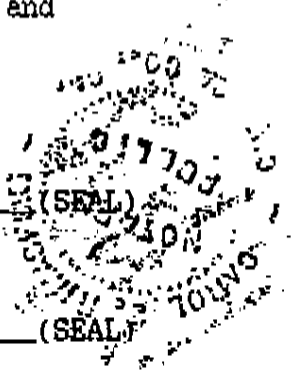
(19) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned or owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be 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.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 29th day of JUNE, 1990.

Thad L. Hunt
Thad L. Hunt

Lee R. Sims
Lee R. Sims



Signed, sealed and delivered

in the presence of:

Betty Pitts
Witness

Carol B. Rinsford
Notary Public

My Commission Expires: 1-25-91

288

AMENDMENT OF RESTRICTIVE COVENANTS ON STONECREST SUBDIVISION

WHEREAS, Thad L. Hunt and Lee R. Sims, being vested with title to all of the lots in Stonecrest Subdivision as of February 14, 1991, as shown by plats of record in Plat Book 13, pages 234-245, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, by instrument dated June 29, 1990, recorded in Deed Book 390, Page 307, certain Restrictive Covenants, as will fully appear by reference to the record of said Instrument; and,

WHEREAS, Paragraph Numbered (4) of said Restrictive Covenants contains the provision: "1. Single story homes shall have a minimum of 1150 square feet,"; and,

WHEREAS, it is desired to amend or modify said Restrictive Covenants, to delete the provision permitting 1150 square feet, so that the same restrict Single story homes to 1250 square feet; and,

WHEREAS, Paragraph Numbered (5) of said Restrictive Covenants contains the provision: "The front and side foundation must be of brick or stone, and the rear foundation must be stuccoed, unless made of brick or stone."; and,

WHEREAS, it is desired to amend or modify said Restrictive Covenants, to not allow the use of artificial brick or stone, therefore artificial brick or stone will not be permissable.

IN WITNESS WHEREOF, the undersigned have hereunto sety their hands and seals, this 15th day of FEBRUARY, 1991.

Thad L. Hunt
Thad L. Hunt

Lee R. Sims
Lee R. Sims

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public

My Commission Expires: 7-1-91

CATOOOSA COUNTY, GEORGIA
Filed and recorded in this office Feb 15 1991 3P
Recorded in Deed Book 400 Page 288
NORMAN L. STONE, Clerk

EXTENSION OF RESTRICTIONS ON STONECREST SUBDIVISION, UNIT THREE

351

STATE OF GEORGIA
COUNTY OF CATOOSA

WHEREAS, Thad L. Hunt and Lee R. Sims, being vested with title to all of the lots in Stonecrest Subdivision, Unit Three, as shown by plats of record in Plat Book 14, Page 12, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and

WHEREAS, it is the desire of the said Thad L. Hunt and Lee R. Sims that these lots in Unit Number Three be restricted as to use in the same manner as are the lots in Unit Numbers One and Two of record in Deed Book 390, Page 307, as amended by Deed Book 400, Page 288, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia;

NOW THEREFORE, in consideration of the premises, We, Thad L. Hunt and Lee R. Sims do hereby impose upon Unit Number Three of Stonecrest Subdivision the restrictions imposed upon Unit Numbers One and Two in Deed Book 390, Page 307, as amended by Deed Book 400, Page 288, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, with the following changes;

Paragraph (4). is hereby changed to read as follows: "(4) That within the period hereinafter stated, all dwellings shall be erected exclusive of open porches and garages, with the following area requirements: 1. Single story homes shall have a minimum of 1250 square feet, 2. Split Foyer, Tri-Level and Split Level homes shall have a minimum of 900 square feet on the main living level with an additional 350 square feet on a lower level, 3. One and one-half story and Two Story homes shall have 700 square feet on the main living level and a total of 1400 square feet in the dwelling proper with a two-car garage. This provision shall apply to the dwelling house proper. All debris and excess materials must be cleaned up from the building site within one year from the start of construction of the house. Any debris being resulted on surrounding lots must be removed immediately. Any dirt, mud, stone, rock, or debris deposited on the street or roadway must be removed immediately.

Paragraph (21) is hereby added, which is to read as follows: "(21) A period of not more than one year may elapse between the time the foundation is laid and the time the house is completed."

IT IS THE INTENTION of this instrument to extend the same restrictions which govern the use of Unit Numbers One and Two of said subdivision to also govern the use of Unit Three of said subdivision, with the changes above shown.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 18 day of February, 1991.

Signed, Sealed, and delivered in the presence of:

Thad L. Hunt
Thad L. Hunt
Witness

Thad L. Hunt
Thad L. Hunt

Norman L. Stone
Norman L. Stone
Notary Public

Lee R. Sims
Lee R. Sims

My Commission Expires: 7-1-91

CATOOSA COUNTY, GEORGIA
Filed and recorded in this office Feb 19 1991 11:00 AM
Recorded in Deed Book 400 Page 351
NORMAN L. STONE, Clerk

EXTENSION OF RESTRICTIONS ON STONECREST SUBDIVISION, UNIT FOUR

STATE OF GEORGIA
COUNTY OF CATOOSA

Filed and Recorded in Deed Book 427
NORMAN L. STONE, Clerk

644

WHEREAS, T. L. Hunt, Inc., Thad L. Hunt and Lee R. Sims, being vested with title to all of the lots in Stonecrest Subdivision, Unit Four, as shown by plats of record in Plat Book 14, Page 38, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and

WHEREAS, it is the desire of the said T. L. Hunt, Inc., Thad L. Hunt and Lee R. Sims that these lots in Unit Number Four be restricted as to use in the same manner as are the lots in Unit Numbers One, Two, and Three of record in Deed Book 390, Page 307, and Deed Book 400, Page 351, as amended by Deed Book 400, Page 288, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia;

NOW THEREFORE, in consideration of the premises, We, T. L. Hunt, Inc., Thad L. Hunt and Lee R. Sims do hereby impose upon Unit Number Four of Stonecrest Subdivision the restrictions imposed upon Unit Numbers One, Two, and Three in Deed Book 390, Page 307, and Deed Book 400, Page 351, as amended by Deed Book 400, Page 288, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, with the following changes;

Paragraph (4). is hereby changed to read as follows: "(4) That within the period hereinafter stated, all dwellings shall be erected exclusive of open porches and garages, with the following area requirements: 1. Single story homes shall have a minimum of 1250 square feet, 2. Split Foyer, Tri-Level and Split Level homes shall have a minimum of 900 square feet on the main living level with an additional 350 square feet on a lower level, 3. One and one-half story and Two Story homes shall have 700 square feet on the main living level and a total of 1400 square feet in the dwelling proper with a two-car garage. This provision shall apply to the dwelling house proper. All debris and excess materials must be cleaned up from the building site within one year from the start of construction of the house. Any debris being resulted on surrounding lots must be removed immediately. Any dirt, mud, stone, rock, or debris deposited on the street or roadway must be removed immediately.

Paragraph (21) is hereby added, which is to read as follows: "(21) A period of not more than one year may elapse between the time the foundation is laid and the time the house is completed."

IT IS THE INTENTION of this instrument to extend the same restrictions which govern the use of Unit Numbers One, Two, and Three of said subdivision to also govern the use of Unit Four of said subdivision, with the changes above shown.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 23rd day of March, 1992.

Signed, Sealed, and delivered in the presence of:

Thad L. Hunt
Thad L. Hunt

Lee R. Sims
Lee R. Sims

Stephen S. Cooper
Witness
Norary Public

My Commission Expires: 7-1-95

Thad L. Hunt, Inc.
T. L. Hunt, Inc.