CO., INC. 7749 NASHVILLE STREET P.O. BOX 727 RINGGOLD, GEORGIA 30736-0727

# RESTRICTIVE COVENANTS

800K 0726 PAGE 647

NOW, THEREFORE, for the protection of the Owners of Lots 1-33 of THE LEGENDS, the undersigned hereby declaring they are the owners of Lots 1-33 of THE LEGENDS SUBDIVISION do hereby impose on lots 1-33 of THE LEGENDS SUBDIVISION the following Restrictive Covenants, which shall run with the land, to wit:

- (1) That said lots shall be devoted exclusively to residential use and only one single-family dwelling may be erected on a lot, however, in-law apartments are acceptable. Any outbuilding erected must conform to the design, color and style of the residence. Where propane gas is used, the tank must be concealed. Swimming pools and out-door cooking areas are permissible. All outbuildings must be located behind the back building line of house. Satellite dishes must be located to the rear of the dwelling.
- (2) Specifically, it is provided that none of said lots, or any part thereof, shall be sued 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 part 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 successors or assigns.
- (3) No structure of temporary character, such as, but not limited to trailers, basements, tents, shacks, garages, 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 on the outside, and said dwelling must be completed on the outside and interior completed sufficiently to look completed from the outside within one year from time construction is commenced. All debris must be cleaned up from the building site within nine months from the start of construction of the house.
- (4) That no dwelling of less than 2,500 square feet interior floor area shall be erected and said dimensions shall be exclusive of open porches, garages and basements. This 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 2,000 square feet of living on first floor and a minimum of 850 square feet on second floor.
- (4a) All houses must be 100' setback from right of way and not more than 150' setback unless approved by subdivision committee.
- (4b) All houses and outbuildings must have a minimum roof pitch of 8/12 unless approved by subdivision committee.
- (5) Any dwelling or outbuildings on any part of the subdivision herein described shall be neatly painted or stained, unless made of brick or stone. All foundation walls must be faced with brick or stone around the entire perimeter of the building. Walls on front and sides of house must be of masonry construction, such as brick veneer or stone veneer. Any deviation in this requirement must be approved by subdivision committee. No exposed concrete blocks, no stucco and no asbestos siding may be used. Houses shall front on the main street with the double garage fronting away from the street. There must be a two car garage on the main floor of the house. Any outbuildings or detached garages must be located behind the rear building line of the
- (6) All plans for any dwelling, outbuilding, fence or other structures must be submitted to the subdivision plans committee and approved by said committee prior to commencement of construction. The committee shall not be unreasonable in respect to such plans and specifications submitted to it nor arbitrarily withhold its approval, provided the plans and specifications, designs, location and type of construction and the quality thereof is in keeping with the neighborhood and other homes in the subdivision. Such approval will be conclusively presumed to have been granted after a dwelling has been completed for a period of 90 days without any legal action having been instituted with reference thereto, under the enforcement

Filed and recorded in this office De 14 19 99 at 12 m Recorded in Deed Book 124 Page 64 T provisions of the instrument,

- (7) That all driveways on lots shall be constructed of plant mix asphalt or concrete. A lamp post shall be erected at each driveway. A masonry mailbox post with lamp must be kept lighted at all dark hours. The subdivision committee shall provide design requirements.
- (8) A minimum of five (5%) percent on the lot price must be used for landscaping of the lot after dwelling exterior is completed. This must be done no later than one year from completion of exterior of building.
- (9) The Subdivision Committee shall be composed of Neil Bird, Brian Bird, Jerry Hawthorne and two homeowners living in the subdivision. The two homeowners living in the subdivision shall be selected by the subdivision association, if any, and if not by Jerry Hawthorne (their heirs and assigns).
- (10) A 15 foot right-of-way is reserved by developer along the street for landscaping purposes, including planting of trees, shrubs, etc. Property owner agrees to maintain such plants or trees and not destroy them without written permission from the Subdivision Committee.
- (11) No lot shall be resubdivided, but shall remain as shown on said plat, except or unless the undersigned shall rearrange the boundaries on any lots, with the exception of Lot 31 which may be divided into two lots.
- (12) No fowls, mules, horses, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall sheep, goats, swine or any such animals 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 building breeding of dogs in the subdivision nor shall kennels be allowed in the subdivision. All dogs and cats must be kept in a fenced yard. No dog or cat shall be allowed off owners property.
- (13) Streets may 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.
- (14) The undersigned reserve 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.
- (15) No trailer shall be allowed on any lot or parcel in said subdivision except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots or parcels if parked behind rear line of dwelling.
- (16) 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.
- (17) That for the purpose of property improvement, the undersigned reserves the right to make deviations from and or revisions to the Restrictive Covenants in case of conditions which might develop in the Subdivision development stages which might require deviations from and or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants, where same would not materially affect the purposes sought thereby.
- (18) No fences shall be erected or maintained in front of the front line of the residence on each lot. All fences built must be of wood construction or other product approved by the subdivision committee.
  - (19) The undersigned, reserves for themselves, their successors, heirs and assigns, a

permanent easement under, along and over the easements as shown on the plat of the development as recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, 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.

- (20) 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 the covenants.
- (21) 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 deed 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 or thereafter as to the same breach or any breach prior or subsequent thereto.
- (22) No sign of any kind shall be displayed to the public view on any lot except two professional signs of no more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.
- (23) 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 (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
- (24) Invalidations of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect

order shan in no wise effect any other prov	visions which shall remain in full force and effect.
IN WITNESS WHEREOF, the und	face the contract of the contr
	Jerry Harthorne
	US BIRDS, INC. BY: 4 BB.
Signed, scaled and delivered in the presence of:	ITS: President
Witness	
Notary Bublic Min Ponmission 28-2000	EXPIRES:

### NW GEORGIA LAND TITLE

CO., INC. 7749 NASHVILLE STREET P.O. BOX 727 RINGGOLD, GEORGIA 30736-0727

# RESTRICTIVE COVENANTS

Filed and recorded in this office Doc. 14

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Recorded in Deed Book Mayage ON NORMAN L. STONE, Clerk

NOW, THEREFORE, for the protection of the Owners of Lots 1-33 of THE LEGENDS SUBDIVISION and for the protection of the owners of the property more particularly described on EXHIBIT "A", the undersigned hereby declaring they are the owners of the property described on EXHIBIT "A" do hereby impose on the property described on EXHIBIT "A" the following Restrictive Covenants, which shall run with the land, to wit:

- (1) That said lots shall be devoted exclusively to residential use and only one single-family dwelling may be erected on a lot, however, in-law apartments are acceptable. Any outbuilding erected must conform to the design, color and style of the residence. Where propane gas is used, the tank must be concealed. Swimming pools and out-door cooking areas are permissible. All outbuildings must be located behind the back building line of house. Satellite dishes must be located to the rear of the dwelling.
- (2) Specifically, it is provided that none of said lots, or any part thereof, shall be sued 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 part 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 successors or assigns.
- (3) No structure of temporary character, such as, but not limited to trailers, basements, tents, shacks, garages, 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 on the outside, and said dwelling must be completed on the outside and interior completed sufficiently to look completed from the outside within one year from time construction is commenced. All debris must be cleaned up from the building site within nine months from the start of construction of the house.
- (4) That no dwelling of less than 2,300 square feet interior floor area shall be erected and said dimensions shall be exclusive of open porches, garages and basements. This 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 1,900 square feet of living on first floor and a minimum of 650 square feet on second floor.
- (4a) All houses must be 100' setback from right of way and not more than 150' setback unless approved by subdivision committee.
- (4b) All houses and outbuildings must have a minimum roof pitch of 8/12 unless approved by subdivision committee.
- (5) Any dwelling or outbuildings on any part of the subdivision herein described shall be neatly painted or stained, unless made of brick or stone. All foundation walls must be faced with brick or stone around the entire perimeter of the building. Walls on front and sides of house must be of masonry construction, such as brick veneer or stone veneer. Any deviation in this requirement must be approved by subdivision committee. No exposed concrete blocks, no stucco and no asbestos siding may be used. Houses shall front on the main street with the double garage fronting away from the street. There must be a two car garage on the main floor of the house. Any outbuildings or detached garages must be located behind the rear building line of the house.
- (6) All plans for any dwelling, outbuilding, fence or other structures must be submitted to the subdivision plans committee and approved by said committee prior to commencement of construction. The committee shall not be unreasonable in respect to such plans and specifications submitted to it nor arbitrarily withhold its approval, provided the plans and specifications, designs, location and type of construction and the quality thereof is in keeping with the neighborhood and other homes in the subdivision. Such approval will be conclusively presumed to have been granted after a dwelling has been completed for a period of 90 days

without any legal action having been instituted with reference thereto, under the enforcement provisions of the instrument.

- (7) That all driveways on lots shall be constructed of plant mix asphalt or concrete. A lamp post shall be erected at each driveway. A masonry mailbox post with lamp must be kept lighted at all dark hours. The subdivision committee shall provide design requirements.
- (8) A minimum of five (5%) percent on the lot price must be used for landscaping of the lot after dwelling exterior is completed. This must be done no later than one year from completion of exterior of building.
- (9) The Subdivision Committee shall be composed of Neil Bird, Brian Bird, Jerry Hawthorne and two homeowners living in the subdivision. The two homeowners living in the subdivision shall be selected by the subdivision association, if any, and if not by Jerry Hawthorne (their heirs and assigns).
- (10) A 15 foot right-of-way is reserved by developer along the street for landscaping purposes, including planting of trees, shrubs, etc. Property owner agrees to maintain such plants or trees and not destroy them without written permission from the Subdivision Committee.
- (11) No lot shall be resubdivided, but shall remain as shown on said plat, except or unless the undersigned shall rearrange the boundaries on any lots, with the exception of Lot 31 which may be divided into two lots.
- (12) No fowls, mules, horses, cattle, sheep or other like animals shall be kept or allowed to remain upon said premises, neither shall sheep, goats, swine or any such animals 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 building breeding of dogs in the subdivision nor shall kennels be allowed in the subdivision. All dogs and cats must be kept in a fenced yard. No dog or cat shall be allowed off owners property.
- (13) Streets may 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.
- (14) The undersigned reserve 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.
- (15) No trailer shall be allowed on any lot or parcel in said subdivision except that motor homes, campers, boats, truck campers and travel trailers may be parked on said lots or parcels if parked behind rear line of dwelling.
- (16) 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.
- (17) That for the purpose of property improvement, the undersigned reserves the right to make deviations from and or revisions to the Restrictive Covenants in case of conditions which might develop in the Subdivision development stages which might require deviations from and or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants, where same would not materially affect the purposes sought thereby.
- (18) No fences shall be erected or maintained in front of the front line of the residence on each lot. All fences built must be of wood construction or other product approved by the subdivision committee.

- (19) The undersigned, reserves for themselves, their successors, heirs and assigns, a permanent easement under, along and over the easements as shown on the plat of the development as recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, 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.
- (20) 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 the covenants.
- (21) 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 deed 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 or thereafter as to the same breach or any breach prior or subsequent thereto.
- (22) No sign of any kind shall be displayed to the public view on any lot except two professional signs of no more than five square feet advertising the property for sale, or signs used by the developers to advertise the property during the construction or sales period.
- (23) 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 (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.
- (24) Invalidations of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Older Brian xx 110	
THE WITNESS WHEREOF, the	e undersigned, has executed this Instrument on this 873
day of	
	Brian Harris Bird
	Onto diane Bird
	Julie Diane Bird
	Deorge William
	George Wesley Bird
Signed, sealed and delivered in	
the presence of	

Notary Public The Application Expres

5-28-2000

## EXHIBIT "A"

## TRACT ONE:

All that tract or parcel of land lying and being in Original Land Lot No. 287 in the 28th District and 3rd Section of Catoosa County, Georgia, and being designated as Tract No. 1 of a plat of a survey prepared by Niles Surveying, dated April 22, 1999, and being more particularly described as follows: BEGINNING at a point in the west original line of said Land Lot No. 287, said beginning point being a distance of 754.41 feet Southwardly along said west original line from the northwest corner thereof; thence South 88 degrees 50 minutes 43 seconds East, a distance of 614.47 feet to a point in the west right of way line of a proposed 50 foot right of way; thence South 1 degree 09 minutes 17 seconds West, along the west line of said right of way, 116.26 feet to a point in a cul-de-sac formed at the terminus of said right of way; thence in a southwardly direction, along the curved line of said cul-de-sac de sac, a distance of 104.72 feet to a point; thence South 1 degree 09 minutes 17 seconds East, a distance of 259.07 feet to a point; thence North 88 degrees 50 minutes 43 seconds West, along the north line of Tract No. 3 as shown on the above referenced plat, a distance of 614:32 feet to a point in the west original line of said land lot; thence North 1 degree 06 minutes 51 seconds East, along said west original line, 461.93 feet TO THE POINT OF BEGINNING.

Reference is made to a plat of the above described property prepared by Niles Surveying Company dated April 22, 1999, which said plat is by reference incorporated herein.

#### TRACT TWO:

All that tract or parcel of land lying and being in Original Land Lot No. 287 in the 28th District and 3rd Section of Catoosa County, Georgia, and being designated as Tract No. 2 of a plat of a survey prepared by Niles Surveying, dated April 22, 1999, and being more particularly described as follows: BEGINNING at the northeast corner of Tract No. 3 as shown on the above referenced plat, same being the southeast corner of Tract No. 2 as conveyed herein; thence North 88 degrees 50 minutes 43 seconds West, along the north line of said Tract No. 3, a distance of 646.53 feet to a point; thence North 1 degree 09 minutes 17 seconds East, a distance of 218.28 feet to a point in the south line of the cul-de-sac de sac formed at the terminus of a 50 foot proposed public road; thence in a northerly direction, along the east line of said cul-de-sac de sac, a distance of 104.72 feet to a point in the east line of said 50 foot proposed public road; thence North 1 degree 09 minutes 17 seconds East, along the east line of said right of way, 79.34 feet to a point; thence South 88 degrees 50 minutes 43 seconds East, a distance of 646.72 feet to a point; thence South 1 degree 09 minutes 17 seconds West, a distance of 438.9 feet TO THE POINT OF BEGINNING.

Subject to a 30 foot pipeline easement to Plantation Pipeline which traverses subject property.

Reference is made to a plat of the above described property prepared by Niles Surveying Company dated April 22, 1999, which said plat is by reference incorporated herein.

#### TRACT THREE:

All that tract or parcel of land lying and being in Original Land Lot No. 287 in the 28th District and 3rd Section of Catoosa County, Georgia, and being designated as Tract No. 3 of a plat of a survey prepared by Niles Surveying, dated April 22, 1999, and being more particularly described as follows: BEGINNING at a point in the west original line of said Land Lot No. 287, said beginning point being a distance of 1216.34 feet Southwardly along said west original line from the northwest corner thereof; thence South 88 degrees 50 minutes 43 seconds East, a

# ROOK 0726 PAGE 654

distance of 614.32 feet to a point; thence North 1 degree 09 minutes 17 seconds East, a distance of 259.07 feet to a point in the south line of the cul-de-sac de sac formed at the terminus of a proposed public road; thence in an eastwardly direction along the south line of said cul-de-sac de sac, a distance of 52.36 feet to a point in the west line of Tract No. 2 as shown on the above referenced plat; thence South 1 degree 09 minutes 17 seconds West along the west line of said Tract No. 2, a distance of 218.28 feet to the southwest corner of said Tract No. 2; thence South 88 degrees 50 minutes 43 seconds East, along the south line of said Tract No. 2, a distance of 646.53 feet to the southeast corner of said Tract No. 2; thence South 1 degree 09 minutes 17 seconds West, a distance of 208 feet, more or less, to a point in the north line of Goshen Estates Subdivision; thence in a westwardly direction, along the north line of said subdivision, the following courses and distances: North 88 degrees 54 minutes 16 seconds West, 250 feet, more or less, to a point in the center line of a 30 foot Plantation Pipeline Easement, North 88 degrees 54 minutes 16 seconds West, 463.12 feet to a point; North 88 degrees 50 minutes 41 seconds West, 582.37 feet to a point in the west original line of said land lot; thence North 1 degree 06 minutes 51 seconds East, along said west original line, 222.65 feet TO THE POINT OF BEGINNING.

Subject to a 30 foot pipeline easement to Plantation Pipeline which traverses the above described property.

Reference is made to a plat of the above described property prepared by Niles Surveying Company dated April 22, 1999, which said plat is by reference incorporated herein.

#### AMENDMENTS TO RESTRICTIVE COVENANTS

We the undersigned allow the following amendments to the Restrictive Covenants dated 12/14/99 and recorded in Deed Book 726 Page 650 in the office of Norman L. Stone, Clerk of Court, Catoosa County Georgia.

By deleting Item (2) of above said restrictive covenants and inserting the following:

Specifically, it is provided that none of said lots or any part of a lot, with the exception of Tract 2 as described in Exhibit "A" on above said restrictive covenants, shall be used for a road right-of-way, unless specifically authorized in writing by the undersigned, who reserves the right and privilege of designating any one or more lots, or part 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. Right of way across Tract 2 shall be allowed to give access to adjoining land as described in Warranty Deed from Neil Bird to Brian H. Bird recorded on December 20, 2000 in Deed Book 776 Page 48 in the office of Norman L. Stone, Clerk,

By deleting Item (11) of above said restrictive covenants and inserting the following:

(11) Tracts One, Two and Three as described in EXHIBIT "A" of above said restrictive covenants can be resubdivided into tracts being no less that 3 acre lots.

All remaining restrictive covenants in above said restrictive covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has executed this linstrument on this 2 day of february, 2001

Signed, sealed and delivered in the presence of:

Witness Mills

Carting Mi Clare

arris

ie Diane Bird

George Wesley Bird

Notary Public, Catacaa County, Georgia My Commission Exoles March 7, 2004