

CHALCREST AT CHALWOOD ESTATES

Previously Referred To As -

HOWELL ESTATES

GEORGIA, FLOYD COUNTY:

WHEREAS, Charles Howell of the County of Floyd, and State of Georgia, is the owner of the property in Floyd County, Georgia, and shown on a Plat recorded in Plat Book 1, Page 97, in the Office of the Clerk of Superior Court of Floyd County, Georgia, and

WHEREAS, the said property is intended for residential purposes only, except for Lots 1 and 14 fronting on U.S. Highway 411 which are commercial lots,

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property shown on said Plat, Charles Howell does hereby impose the following protective and/or restrictive covenants which shall be applicable to Lots 2 through 13, inclusive shown on said Plat.

1. These lots in the tract shall be used solely as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, a private garage and harmoniously designed recreational type outbuilding.
2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No outbuilding erected on said property shall at anytime be used as a temporary residence. All outbuildings or animal pens must set back more than 200 feet from the main road in said subdivision.
4. During construction all vehicles involved including those delivering supplies must enter the building plot on the driveway and must be parked on the building plot where construction is underway so as not to unnecessarily damage trees.
5. During construction, builder must keep homes and garages clean and yards cut.
6. All building debris, stumps, trees, etc., must be removed from each lot by builder. This should be done as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of subdivision unless approved.
7. All homes or additions to homes must be completed within 12 months after construction begins.
8. No dwelling shall be permitted on any lot which contain less than 1500 square feet of heated area.
9. All pets are to be controlled and kept on the homeowner's premises.
10. No commercial business or garages for public service may be operated on any lot.
11. No mobile homes permitted on any lot. No junk yards permitted.
12. Any vehicle that is not operable shall be towed away or stored at the rear of the house.

13. Builders are responsible for damages to tracts caused by equipment or trucks during construction. Repairs must be made within thirty (30) days after completion of the house.
14. No lot nor any portion of any lot shall be subdivided or re-subdivided. Only one house may be constructed on a lot.
15. No campers, trailers clotheslines shall be placed on said property that are visible from the street.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property shown on said Plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

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 twenty (20) years from the date the covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a 3/4 majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal and executed this instrument this 25th day of February, 1994.

Signed, sealed and delivered
in the presence of:


Witness


CHARLES HOWELL


Notary Public