

STATE OF GEORGIA, FLOYD COUNTY:

I hereby certify this instrument was filed for record in the Clerk's Office Superior Court, and county on the 5th day of October 1972, 4:35 o'clock P.M. and recorded in Book No. 10, Page 139.

this 6th day of October 1972.

Grace M. Smith
Deputy Clerk Superior Court, Floyd County, Ga.

GEORGIA, FLOYD COUNTY:

WHEREAS, JACKSON D. MORGAN, is the owner of the property embraced in Ridgewood Estates Subdivision, Section 5, Floyd County, Georgia, as shown by plat of survey of said Ridgewood Estates Subdivision, made by A. H. Horne, Jr., C. E., and recorded in Plat Book 10, pages 136, 137 and 138 in the Office of the Clerk of Superior Court of Floyd County, Georgia, and being recorded in September, 1972; and

WHEREAS, Ridgewood Estates Subdivision, Section 5 is intended for residential purposes only:

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in said Ridgewood Estates Subdivision, Section 5, Jackson D. Morgan does hereby impose the following protective and/or restrictive covenants which shall be applicable to all lots contained in said Ridgewood Estates Subdivision in Floyd County, Georgia.

A. All 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 not to exceed two and one-half stories in height, a private garage and harmoniously designed recreational type outbuildings.

B. No lot nor any portion of any lot shall be subdivided or resubdivided.

C. 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.

D. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall any time be used as a temporary residence.

E. No structure shall be erected or moved on any lot until the design, floor plan, construction specifications, and location have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Properly qualified structural plan drawings, material lists and construction specifications, and a plot plan showing location of structure on lot shall be submitted to the architectural control committee at least thirty (30) days before start of construction, for the approval required under this Paragraph.

Said architectural control committee is composed of Jackson D. Morgan, John S. Morgan and Jim Morris. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

F. No dwelling shall be permitted on any lot which does not conform to the following ground floor area requirements:

Dwellings one story in height - exclusive of open porches and garages, the ground floor area shall not be less than 1500 square feet. In the case of a split level residence, the ground floor and upper level shall be considered the ground floor area.

Dwellings more than one story in height - exclusive of open porches and garages, the ground floor area shall not be less than 1200 square feet.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1995.

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 situated in said Ridgewood Estates Subdivision 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 violation.

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.

IN WITNESS WHEREOF, the said Jackson D. Morgan, has hereto set his hand and seal and executed this instrument this 5th day of October, 1972.

Signed, sealed and delivered
in the presence of:

Notary Public, Floyd County,
Georgia.

Jackson D. Morgan