

RESERVATIONS AND RESTRICTIVE COVENANTS
COOSA WALK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is the Owner and Developer of the property shown on the attached Exhibit "A" which is incorporated herein by reference.

The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Coosa Walk Subdivision or claiming under them.

It shall not be the intent of the Owner-Developer to impose a uniform appearance within Coosa Walk, nor to discourage creativity on behalf of Builders and Homeowners. Its intent is to promote and assure that all improvements are compatible with each other; and, are constructed to reflect the quality and permanence of an environmentally sensitive and aesthetically coordinated community.

If the owners of such lots or any of them, or their heirs, successors or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Invalidation of any of these covenants by judgment or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1.

Homeowners' Association - Any person, corporation or entity owning property in Coosa Walk Subdivision shall become a member of the Coosa Walk Homeowners' Association. Said Association shall be initially created and established (either in corporate or unincorporated form) by Owner within a reasonable period of time after the filing of these covenants for record, and in connection therewith, Owner shall (initially) fully establish and adopt whatever by-laws and resolutions Owner may determine, in Owner's sole discretion, appropriate to govern and to assure the continuing functioning and operation of the Association as an organization with sole and exclusive power to interpret and apply and to further promote and implement the provisions of these covenants and the Association's by-laws and resolutions, including but not limited to by-laws assuring, in Owner's continuing discretion, the exclusive power and right to nominate and elect all members of the Association's Board of Directors so long as any present or future parcel remains unsold.

2.

Scope of Covenants - These covenants and the Association's by-laws, and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, and the association's present or future by-laws, shall run with and shall be binding upon all persons or entities claiming under them.

3.

Amendments to Covenants and By-Laws - The Association, acting under and pursuant to and in a manner provided for in its governing by-laws, shall be solely and exclusively empowered in its sole discretion to prospectively amend, suspend, waive, grant exception to, delete, replace or terminate any of the covenants

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or by-laws of the Association from time to time.

4.

Enforcement of Covenants and By-Laws and Resolutions of the Association - The Association, acting under and pursuant to its by-laws, shall be solely and exclusively empowered to enforce the covenants and the Association's resolutions and by-laws, either by lawful self-help methods, or by proceeding at law or in equity against any person or entity violating, or attempting to violate, the covenants or the by-laws, including but not limited to actions for injunctive or damages relief or both. Provided that the Association may grant, either on a case by case basis, or by adoption of a general by-law or resolution, to any parcel owner adversely affected by any such violation, leave to enforce these covenants and by-laws in respect to any existing or threatened violation thereof, provided that such enforcement by any parcel owner thus receiving the Association's permission for such enforcement shall proceed to do so at the parcel owner's own cost and risk and shall hold the Association harmless and make the Association whole and shall come in and defend the Association at the parcel owner's own cost from all related claims, losses, expenses and damages arising directly or indirectly as the result of such parcel owner's enforcement efforts.

5.

Proportionate Parcel Owner's Fees and Assessments (herein collectively FEE) - The Association shall have a continuing right, power and authority to determine, set, fix and charge to and collect from (or to refrain from doing so) each parcel owner, from time to time and in the Association's sole discretion, a proportionate parcel owner's assessment or fee (either monthly, quarterly, semi-annually, annually or any combination of said periods), to apply for (or to establish reasonable reserves to pay for) all accrued or reasonably estimated projected and anticipated charges, costs and expenses arising from or in respect of the common area, the common roads, and the conduct of any and all other business and operations of the Association under its by-laws, including but not limited to those for the following: all governmental taxes and assessments; all utilities; insurance; maintaining, repairing, replacing, improving, managing and operating the Association; the common area, the common roads and any other real or personal properties or facilities of the Association. (Provided that these fees shall not be used to pay any original costs of owner in the original building and construction of any original common roads or improvements and fixtures on the common area, all such original costs thereof, prior to them being opened for use and enjoyment by parcel owners, being the sole responsibility of owner.)

Such fee, if not paid by its due date, shall bear interest on the unpaid balance at the highest rate of interest then permitted under governing state and federal usury laws until paid.

The Association shall have a first and paramount lien upon the parcel owner's parcel to secure the payment of said fee, any accrued interest and all costs of collection, including but not limited to reasonable attorney's fees, incurred in such collection efforts. It shall be the sole responsibility of any grantee, transferee, assignee or obligee of any parcel owner to correctly determine and ascertain the existence of any such fee delinquency prior to transacting with any parcel owner in respect to any parcel. In addition to constituting a first and paramount lien upon any parcel, such fee obligation shall constitute a personal debt of the parcel owner and his heirs, successors and assigns and those claiming by, through or under him.

6.

Roads - The roads in Coosa Walk shall be constructed to meet Union County road specifications and shall then be deeded to Union County.

7.

Utility Easement - Owner, for the benefit of Owner and Owner's successors and assigns and for the benefit of the Association, reserves the absolute exclusive, continuing and non-exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonably appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, natural gas, sewer, telephone, video and other reasonable and ordinary utility purposes and uses. Provided that the exercise of these said reserved utility easements, shall be done in a manner that shall not unreasonably disrupt or delay the usual and ordinary uses of said common roadways and in a manner that will assure the prompt return of the condition of said affected area to its prior and usual serviceable and scenic state, condition and appearance. This reservation shall include the right of owner or the Association to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. (Nothing herein shall obligate Owner or the Association to provide or furnish any utility service.)

8.

No lot after being conveyed by the Developer may be subdivided and all lots are for single family residential purposes only. Only one such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence, provided that it is constructed of the same material as the residence.

9.

All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, or 1800 square feet on two floors, exclusive of any carport, garage, basement, deck, patio or open or closed screen porches.

10.

No house or any part thereof, including garages and porches, shall be erected on any lot closer than seventy-five (75) feet to the line bordering any subdivision road or closer than twenty (20) feet to either side lot line, except Lot Thirty-One (31) which will be allowed to build up to fifty (50) feet to the line bordering any subdivision road. Where two or more lots are required as a single building site the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

11.

When construction begins, work must be pursued diligently and exterior must be completed within six (6) months from start thereof and outside landscaping must be completed within one (1) year from the start thereof.

All Builders and Homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder or Homeowner shall be responsible for the following:

A. Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

B. Assuring that the aforementioned do not commit any violation of the rules and regulations of The Coosa Walk Association, Inc.

C. Damage to roads or other common property.

D. All construction must meet the requirements of the

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Southern Building Code.

12.

Only site built houses will be allowed on any lot. No mobile home, house trailer, travel trailer, or other similar facilities shall be constructed, maintained, placed or otherwise allowed to be situated on any portion of said lots if such facilities are occupied as living quarters, but it will be permissible to park a travel trailer, camper or motor home for a reasonable time.

13.

I. Architectural and Site Design Guidelines:

A. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, block, siding or stucco to complement the unit materials.

B. Primary residential roofing materials must be cedar shakes or shingles, fiberglass or asphalt shingles in colors and textures which complement the balance of the colors and materials selected for a unit. Roof pitches shall be 8 in 12 minimum unless approved otherwise.

C. Primary colors for siding, stucco and trim must be confined to lighter earth tones which are compatible with the natural environment. The Developer suggests the use of Gray Tennessee Fieldstone with natural colored gray mortar.

II. Site Design Guidelines:

A. Compressors for central air conditioning units must be sited in a location which will not cause a nuisance to neighbors or the use of active areas on site.

B. Play equipment must be located where it will have a minimum visual impact on adjacent properties.

C. All mail boxes shall be common design and shall include on the surname and house number and, shall be located as prescribed by the United States Postal Service. The mailbox shall be provided by the Developer and purchased by the Homesite owner from the Developer.

D. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer, whether on private property or common area. Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding homesites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. Fill shall not be deposited or removed without Developer permission.

E. Any homesite which shall have been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than thirty (30) days following completion of any building with weather permitting.

14.

No animals, birds or fowl shall be kept or maintained on any part of property except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.

15.

No lot shall be used for commercial activity or business.

16.

No lot shall be used in whole or in part for any illegal

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activity nor for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No junk cars will be permitted to be stored on any lot. The parking of trucks larger than one ton or busses will not be permitted.

17.

All driveways and means of ingress and egress to any lots in Coosa Walk Subdivision must be through the subdivision roads established by the Owner and dedicated to the County, and must be paved.

18.

Only wood fences will be allowed in front and sides of residences. In the rear, only wood fences or chain link fences will be allowed. No farm-type wire fences will be allowed.

19.

All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes will be allowed on any lot.

20.

Survival of Liability - The breach or non-performance of any obligations by parcel owners arising under these covenants shall give rise to personal liability (in addition to any lien rights that may thereby arise). Such liability shall survive the termination of ownership of a parcel and the termination of membership in the Association. In the event of such liability, neither Owner nor the Association shall be put to any election of remedies and any or all such remedies may be pursued and exercised or may be deferred or nonexercised in any manner, sequence or method deemed appropriate by the person or entity having the right to exercise such remedies.

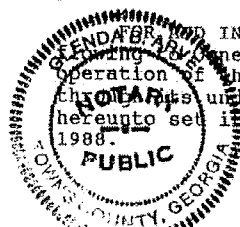

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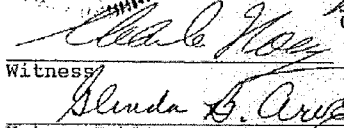
Severability - If any provision of these covenants is determined by a Court of competent jurisdiction to be invalid or unenforceable, then any such invalid provision shall be deemed to be severed from these covenants as though the same had never been included herein and in such case all remaining provisions of these covenants shall be and remain fully valid and enforceable.

22.

Topics and Sub-Topics - Topics and sub-topics have been inserted in these covenants for convenience only and they shall not be deemed to limit, add to, alter or preempt the terms and provisions of these covenants.

IN CONSIDERATION OF THE PREMISES and the benefits to be derived therefrom, the undersigned Owner and parcel owners under the provisions and operation of these covenants and in witness thereof, Owner, by and through its undersigned duly authorized representative, has hereunto set his hand and seal this 14 day of Sept, 1988.

 RANDOLPH C. WILLINGHAM

Owner and Developer

Witness: 
Glenda B. Aris
Notary Public
Notary Public, Towne County, Georgia