

After recording return to:  
J. H. Baker  
130 Valley Breeze Trail  
Rossville, GA 30741

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Fee Amt: Page 1 of 2  
Walker, Ga. Clerk Superior Court

1382 pg 671-672

**RESTRICTIVE COVENANTS**

**STANFORD PLACE SUBDIVISION, PHASE III**

WHEREAS, BAKER & SUMMERS CONSTRUCTION CO., INC. by and through its officers, Jimmy H. Baker and Pete Summers, hereinafter called "Developers" are the owners of a tract of land described in Deed Book 1277, Page 17-18 in the office of the Clerk of the Superior Court of Walker County, Georgia; and

WHEREAS, said tract has been divided into a residential subdivision known as STANFORD PLACE SUBDIVISION, PHASE III, as shown by plat of record in Plat Book 13, Pages 6-10, in the Office of the Clerk of the Superior Court of Walker County, Georgia; and

WHEREAS, Developers desire to impose restrictive covenants on said subdivision in order to promote the orderly development of said tract as a residential subdivision for the benefit of Developers and the future owners of lots in said subdivision.

NOW THEREFORE, Developers impose the following restrictive covenants, which shall run with the land, on all lots in Phase III of said subdivision.

(1) Homes of rancher style construction in said subdivision must contain at least 1,100 square feet of living space on same level, exclusive of garages, enclosed porches and decks, and other spaces. Homes of two-story construction must contain at least 700 square feet of living space on each level and homes of one and one-half story construction must contain at least 1,400 square feet of living space, exclusive of such spaces. All homes must be single-family residences. Mobile homes, modular homes, duplexes and apartments are prohibited.

(2) No exposed concrete blocks may be used in the construction of any home in said subdivision. Foundations must be faced with brick or mountain stone, except that stucco may be used on the rear elevation of foundations of homes not on corner lots. On corner lots you must use brick or mountain stone on all sides.

(3) Exterior walls of homes must be painted, unless faced with brick or mountain stone or vinyl siding.

(4) All homes must be at least a two-car garage. The construction of carports is prohibited.

(5) All driveways must be constructed of concrete, EXCEPT the "flag lots" and the first 70 feet of these driveways must be concrete or asphalt, the remainder at owner's discretion.

(6) All homes must have a roof pitch at least 7/12 and must be guttered in front and rear.

(7) Front steps must be of masonry construction.

(8) All homes must fully comply with all local building codes and ordinances.

(9) All homes built must be completely finished, including yard, driveway, landscaping and painting within six (6) months of the date construction began.

(10) Outbuildings, detached garages, pools and fences may be built in rear yards only.

(11) No building shall be located on any lot nearer than thirty (30) feet to the front line, or nearer than twenty-five (25) feet to any side street line, and no building shall be located nearer than ten (10) feet to any interior lot line.

(12) All pets shall be kept within fences in said subdivision. No horses, cattle, goats, sheep, swine or other farm livestock may be kept on any lot.

(13) No truck larger than one ton in size may be parked or kept on any lot except during the construction of the home.

(14) No junk or inoperable car or carts in need of body repair may be parked or kept on any lot.

(15) No satellite dishes or external antennas which exceed 40 inches in diameter may be erected on any lot or home. All satellite dishes must be located at the rear, or side of the homes.

(16) All mailboxes shall be constructed of brick, perm stone, synthetic masonry material or mountain stone and include at least one electric nightlight to serve as street lighting. Any other night lighting must be attached to the home or outbuilding.

(17) Each lot owner agrees to bear an equal share of the costs of maintenance of the subdivision entrance sign.

(18) No public or private street or roadway shall be constructed on, through or across any of said restricted boundaries on any of said lots or roadways or any existing easements, within the development, except or unless Baker & Summers Construction Co., Inc. or Jimmy H. Baker or Pete Summers shall rearrange the boundaries on any of said lots and replat same in such a way as to provide for such street or roadway.

(19) No recreational equipment (swing sets, trampoline, swimming pools, etc.) can be located at the front of house.

These restrictive covenants are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. These covenants shall be in effect for a period of twenty-five (25) years, unless canceled or amended by a two-thirds majority of the then lot owners, evidenced in writing, recorded in the Office of the Clerk of the Superior Court of Walker County, Georgia. Developers shall have power, during the construction of homes on said lots, to grant waivers or minor violations of these restrictive covenants, which, in their opinion, do not materially affect the purpose of these covenants. Developers reserve this right as long as they see fit. All other amendments shall be made by a two-thirds majority of the lot owners, evidenced in writing, recorded in said Clerk's Office. Either developers or any lot owner shall have power to enforce these restrictive covenants on any person violating them by appropriate action in a court of law of competent jurisdiction. Any person violating these restrictive covenants shall be liable for any damages caused and the cost of enforcement, including court costs and attorneys fees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals on this the 3rd day of JANUARY, 2006.

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Witness

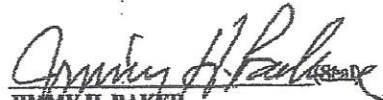
[Signature]  
Notary Public  
My commission expires: 10/28/08  
WALKER COUNTY, GEORGIA

BAKER & SUMMERS CONSTRUCTION CO.,  
INC. (SEAL)

BY: [Signature]  
Title: President

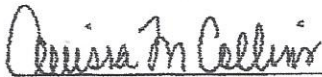
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Title: \_\_\_\_\_

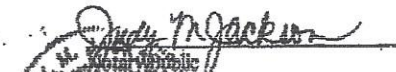
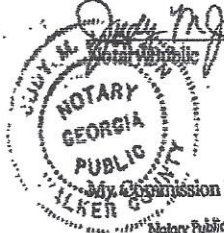
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals on the \_\_\_\_ day of \_\_\_\_\_, 2004.

  
JIMMY H. BAKER

  
PETE SUMMERS

Signed, sealed and delivered in the presence of:

  
Witness

  
  
My Commission Expires:  
Notary Public, Wilkes County, Georgia  
My Commission Expires May 27, 2005

54

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals on the 14<sup>th</sup> day of February, 2003.

Jimmy H. Baker (Seal)  
JIMMY H. BAKER

Pete Summers (Seal)  
PETE SUMMERS

Signed, sealed and delivered in the presence of:

Steve Morrow  
Witness

Kelly Williams  
Notary Public



My Commission Expires:  
My Commission Expires January 16, 2006