

RETURN TO:
NW GA. LAND TITLE COMPANY
7749 NASHVILLE STREET
RINGGOLD, GA. 30736
FILE NO.: L1132

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CATOOSA

This Indenture made this 1st day of March, in the year Two Thousand Five, between **BAKER & SUMMERS CONSTRUCTION CO., INC**, of the County of **WALKER**, State of **GEORGIA**, as party or parties of the first part, hereinafter called Grantor, and **BRIAN PARRISH and CRAIG HOWARD**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100 (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Original Land Lot No. 214 in the 9th District and 4th Section of Walker County, Georgia being known and designated as Lot No. 198, Stanford Place, Phase 2 as shown by a plat of said subdivision of record in Plat book 12, pages 139 through 143 in the Office of the Clerk of the Superior Court of Walker County, Georgia.

Subject to Restrictions as recorded in Deed Book 1277, page 191 in the Office of the Clerk of the Superior Court of Walker County, Georgia.

Subject to a 30 foot front, 10 foot side and 15 foot rear building setback line as noted on recorded plat.

Subject to a 10 foot Drainage Easement which straddles all side and rear lot lines as noted on recorded plat.

Subject to a 10 foot Utility Easement as shown by dotted lines on recorded plat.

Subject to a 16 foot Drainage Easement as shown on recorded plat.

Subject to a Detention Pond Easement as shown on recorded plat.

Subject to an Easement for County Greenway and Public Utilities as shown on recorded plat.

Subject to a 10 foot Sanitary Sewer Easement as shown on recorded plat.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness _____
Notary Public _____
Commission Expires: 5/25/08

BAKER & SUMMERS CONSTRUCTION CO., INC
BY: Jerry H. Baker
ITS: _____
ATTEST: _____
ITS: _____
ATTEST: _____
ITS: _____

RESTRICTIVE COVENANTS ON
STANFORD PLACE SUBDIVISION PHASE II

WHEREAS, JIMMY H. BAKER and PETE SUMMERS, d/b/a BAKER & SUMMERS CONSTRUCTION CO., INC., hereinafter "Developers," are the owners of a tract of land as described by deed in Book ____, page ____, 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 II**, as shown by plat of record in Plat Book ____, page ____, in the Office of the above-said Clerk; 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 the lots in 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 have at least a two-car garage. The construction of carports is prohibited.
- (5) All driveways must be constructed of concrete, except lots 192 & 195 and the first 70' of these driveways must be concrete or asphalt, the remainder at owners discretion.
- (6) All homes must have a roof pitch of 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 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 cars 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, permastone, synthetic masonry material or mountain stone and include at least one electric night-light 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 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, evidence 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 the right, as long as they see fit. All other amendments shall be made by a two-thirds majority of the lot owners, evidence 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 attorney's fees.

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

_____(Seal)
JIMMY H. BAKER

_____(Seal)
PETE SUMMERS

Signed, sealed and delivered in the presence of:

Witness

Notary Public

My Commission Expires:
