

EXISTING COVENANTS 10/10/05 01/1/95

RESTRICTIVE COVENANTS ON MOUNTAIN BROOK ESTATES

Whereas, John C. Whitmire and John C. Napier, hereinafter "Developers", are the owners of a tract of land as described by deed in Deed Book 477, Page 163 in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and

Whereas, said tract has been divided into a residential subdivision known as Mountain Brook Estates, as shown by plat of record in Plat Book 14, Page 183 in the Office of the above said Clerk; and ANNO PLAT BOOK 14 PAGE 188

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 of the lots in said subdivision.

1) Homes of rancher style construction in said subdivision must contain at least 1700 square feet of living space, on same level, exclusive of garages, enclosed porches and decks, and other such spaces. Homes of two-story construction must contain at least 1000 square feet of living space on each level and homes of one and one-half story construction must contain at least 2000 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 maybe 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. The use of permestone in construction is prohibited.

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

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

5) All driveways must be double driveways and must be constructed of concrete, except Lots 5, 6, 9, 10.

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

7) All homes must have a covered back porch at least 12 feet by 20 feet on end of home.

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

9) All home plans in said subdivision must be approved in writing by Developers before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home. Developers shall be given a set of plans for each home built.

10) All homes built must be completely finished, including yard, driveway, landscaping and painting, within six months of the date Developers approve the plans.

11) Outbuildings, detached garages, pools and fences may be built in rear yards only. Outbuildings and detached garages must be built of the same construction as the home on the lot and painted the same color as the home. Pools must be of the in-ground type only.

12) Property owners must plant two flowering trees in front

GAOCC COUNTY, GEORGIA  
Recorded in this office June 7, 1995 12:30 pm  
Recorded in Deed Book 520 Page 596  
NORMAN L. STONE, Clerk

597

yard with the minimum height of 15 feet.

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

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

15) No junk or inoperable cars, or carts in need of body repair may be parked or kept on any lot.

16) No satellite dishes or external antennas may be erected on any lot or home.

17) All mailboxes shall be constructed of brick or mountain stone and shall have a gas or electric light on top of them. The style of each mailbox must be approved by Developers at the time plans for the home are approved.

18) Buyer agrees to install sidewalks, within six months from the time of purchase of each lot. Sidewalks shall be concrete, forty inches wide, four inches thick, installed along all streets adjoining each lot. Specifications shall be obtained from Developers.

19) Each lot owner agrees to bear an equal share of the cost of maintenance of the subdivision entrance sign and the street lighting after installation.

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 25 years, and shall automatically be renewed for successive period of 25 years unless canceled or amended by a two-third majority of the then lot owners, evidenced in writing recorded in the Office of the Clerk of the Superior Court of Catoosa County, Georgia. Developers shall have power, during the construction of homes on aid lots, to grant waivers or minor violations of these restrictive covenants that, in their opinion do not materially affect the purpose of these covenants. Developers reserve the right, as long as Developers own any lot in this subdivision, to amend any or all of these restrictions 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 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 costs 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 12 day of MAY, 1995.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

COMMISSION EXPIRES 4-11-98

[Signature]  
John C. Whitmire

[Signature]  
John C. Napier

See Addendum

August 11, 1995

**AMENDMENT TO RESTRICTIVE COVENANTS APPLICABLE TO  
MOUNTAIN BROOK ESTATES**

By instrument recorded June 7, 1995 in Deed Book 520, Page 596 in the office of the Clerk of the Superior Court of Catoosa County, Georgia John C. Whitmire and John C. Napier (hereinafter referred to as "Developers") imposed restrictive covenants on the lots located in Mountain Brook Estates as shown by a plat of said subdivision of record in Plat Book 14, Page 183 and Plat Book 14, Page 188 in the Office of the above said Clerk. The Developers desire to modify the restrictive covenants as they are applicable to Lot No. 2, Mountain Brook Estates and all of the owners in said subdivision, by the execution of this agreement, have consented to the modifications.

Now therefore, the Developers and all of the owners of the lots in Mountain Brook Estates hereby consent to the following modifications of the restrictive covenants of record in Deed Book 520, Page 596 in the Office of the above said clerk, as applicable to Lot No. 2, Mountain Brook Estates Covenant No. 1 are modified as follows:

- 1) Homes of a rancher style construction located on Lot No. 2 must contain at least 1400 square feet of living space.
- 2) As applicable to Lot No. 2, Mountain Brook Estates Covenant No. 17 pertaining a brick or mountain stone mailbox is deleted.
- 3) As applicable to Lot No. 2, Mountain Brook Estates Covenant No. 18 pertaining to the sidewalk required under the restrictive covenants shall not apply to Lot No. 2.

All restrictive covenants and conditions except as expressly modified by this agreement shall remain in full force and effect as to Lot No. 2, Mountain Brook Estates.

Signed, sealed and delivered  
in the presence of:

Victor West  
Witness

Jane Shadden  
Notary Public