## BOOK 0731 PAGE 632

## RESTRICTIVE COVENANTS FOR MAPLEWOOD SUBDIVISION

Whereas, John C. Whitmire and James M Anderson hereinafter "Developers" and "Owners", respectively, are developing and own, respectively, a tract of land as described in Plat Book 17, page 63, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia and

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

NOW, THEREFORE, they impose the following restrictive covenants, which shall run with

- 1. These restrictive covenants shall run for a period of twenty five (25) years from this date, and may be renewed for an additional ten (10) year period upon written consent of all the property owners in said subdivision.
- 2. Any dwelling erected in said Subdivision must be a single-family dwelling containing at least 1,000 square feet of floor space on the ground floor.
- Each dwelling must have at least one car attached garage; however, if the owner so
  desires he may construct a dwelling without a garage, but said dwelling 1200 square
  feet of floor space on the ground floor.
- 4. All dwellings must constructed in such a manner that the roof will have at least 5/12 pitch or greater.
- 5. All dwelling must have a stucco front foundation and stucco on ends and back unless of brick or stone.
- 6. All dwellings must be set back at least thirty (30) feet from the street upon the lot fronts; twenty five (25) feet from the rear line; and ten (10) feet from any side line.
- 7. Any dwelling must be finished within six (6) months from the date that the construction is commenced. The digging of the footing for the foundation will indicate commencement of the construction.
- 8. No trucks larger than one (1) ton will be permitted on the streets in said subdivision, except during construction. Any vehicle with commercial writing or advertising on it must be kept in the garage or behind a fence. No junk, abandoned, inoperative or unlicensed cars may be parked or stored at any lot in subdivision. All boats, trailers, recreational vehicles or other such vehicles must be stored in the garage or the rear of the home on any lot except as a temporary convenience not to exceed twelve (12) hours. No resident shall have any automobiles parked on the street except as a temporary convenience not to exceed twelve (12) hours.
- 9. All homes must be stick build on each lot in subdivision.
- 10. No modular homes will be erected in said subdivision and or mobile homes.

- 11. Only one (1) house will be permitted on any one- (1) lot.
- 12. No lot may be subdivided unless it meets all lot sizes and Health Department specifications.
- 13. All homes must have concrete driveway at least eleven (11) feet wide and forty (40) feet long. If driveway is longer than forty (40) feet stone may be used for remaining footage of driveway.
- 14. All dwellings that consist of two stories must have at least 650 square feet on first (ground) floor and 550 square feet on the second floor. All two-story dwellings must have at least one car-attached garage.
- 15. No fenced in front yards.
- 16. Satellite dishes shall not be permitted unless concealed from view of users of any public right of way. The maximum width of any satellite dish shall be twenty-four (24) inches.
- 17. All lot owners agree to pay their fair share of streetlights and maintenance of subdivision sign.
- 18. All lots must have a Maple tree planted in each front yard at least six (6) feet high at the time the home is finished.
- 19. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- 20. These restrictive covenants may be enforced at law or in equity by any party owning a lot in said subdivision, and the offending or defaulting party will be charged with all court costs involved of the enforcement of same.
- 21. Owners, their heirs or assigns, or their designee, further reserves the right and privilege of waiving minor variances to these restrictive covenants, provided, however, that any minor variance is granted by the owners, or their designee, in writing.
- 22. Developers, and Owners, reserve the right to change Restrictive Covenants provided they own at least one (1) lot in the subdivision.

Signed, Sealed and delivered

In the presence of

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Otara Public commission expires 03/21/01

N. P. Parkette

ARGE

James M. Anderson