



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

**STATE OF GEORGIA  
COUNTY OF UNION**

**Declaration of Restrictions, Limitations and  
Covenants Running with the Land for  
Maple Springs Subdivision**

Whereas, the holder of the legal title to the below listed property, and tract being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 165 & 166, 8<sup>th</sup> District, 1<sup>st</sup> Section Union County, Georgia, containing 30.246 acres as shown on a plat of survey by Southern Geosystems, Ltd., James C. Jones R.L.S. # 2298, dated November 14, 2005 and recorded January 23, 2006 in Plat Book 56, Pages 313-314, Union County, Georgia Records.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty and to maintain the desired character of the community and thereby to secure to each present and future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning land in the aforementioned subdivision:

If the owners of any of the above mentioned land or any of 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.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not effect the validity or enforceability of any other contained herein. Invalidity of any one of these covenants by judgment or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants 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 shall run with and shall be binding upon all persons or entities claiming under them.

1. All subdivision Lots are for single family residential purposes only.
2. No Lot after being conveyed by the developer shall be subdivided.
3. No Lot, dwelling or structure shall be used for commercial activity or business which solicits the presence of the general public for the purpose of purchasing and/or selling goods or services. Private home offices shall not be considered a violation of the restriction as long as the above mentioned criteria is maintained. Nothing herein contained shall prohibit the inviting of prospective buyers to any Lot or residence for the purpose of selling such Lot or residence.
4. Each residence shall have a minimum of twelve hundred (1200) square feet of heated living space, exclusive of porches, patios, carports and unfinished basements.
5. No mobile homes (single or double wide), outbuilding, trailers or motor homes shall be used on any tract for a residence except during construction.
6. No structure of a temporary character shall be placed upon any portion of the property at any times, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
7. No junk, trash, rubbish or hazardous materials or waste, or anything which emits a foul or obnoxious odor shall be kept, stored or buried upon any Lot. Furthermore, no garbage, trash, rubbish or other waste shall be kept upon any Lot except in closed sanitary containers.
8. No utility trailer, no wrecked, unlicensed (untagged) motor vehicle, nor household appliance shall be kept or stored in a location where the same can be viewed by any Lot owners or from the subdivision roads. All vehicles shall have a current license plate on them.
9. No animals, birds, livestock, poultry or fowl of any kind shall be raised, kept or bred on any Lot, except for ordinary household pets (i.e., cats, dogs, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Pigs are not to be considered household pets. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pets shall not cause a nuisance or hazard to any other lot owner. No stable, poultry house, pig pen, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot.
10. All owners shall allow extensions of utility easements as such become necessary for water, electricity, telephone and cable T.V. to adjacent lots, provided all grounds are returned to their original condition. Said easements shall be along roads and lot lines.
11. All utility lines (including electrical, telephone and cable T.V.) Shall be placed underground and no outside utility lines shall be placed overhead.

12. No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" x 36". An exception shall be that the owner, developer of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.
13. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
14. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.
15. The roads of the subdivision shall be maintained by the owner, developer until such time as seventy-five percent (75%) of the lots are sold. When seventy-five percent (75%) of the subdivision lots are sold the road maintenance responsibilities will be shared equally amongst the lot owners and the developer.
16. Each lot owner or owners shall become a member of the Home Owner's Association. The purpose of the Association, among other things, shall be to maintain the roads of the subdivision. The road maintenance fee shall be determined after 75% of the property shall be sold.
17. The exterior of all houses and other structures, site work and landscaping must be completed within one (1) year after construction of same shall have commenced. Houses may not be temporary or permanently occupied until the exterior thereof has been completed. Exterior finish must be permanent type such as brick veneer, wood siding, log house, stucco, rock, cement, or fiber board. No vinyl siding or Masonite allowed. The exterior finish on the siding shall be a material that blends with the surroundings and the color shall be an earthtone and not an offensive or obtrusive color or material. Concrete block structures shall be covered and finished with a suitable material. Tin roofs are allowed ONLY if they are pre-painted tin material. The galvanized tin with a shiny appearance shall not be allowed. It is the intent and purpose of this restriction to insure that all dwellings shall be quality material and workmanship.
18. With regard to set back lines. No residence or other building shall be constricted closer than 20 feet from the front boundary line, 10 feet from the rear boundary line.
19. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at any time if all of the then owners agree.

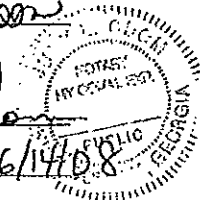
20. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions, either to restrain violations, to enforce personal liability, or to recover damages, or any other appropriate proceedings at law or in equity against the land to enforce and lien or charge arising by virtue thereof the developer, or any lot owner to enforce any of said covenants of restrictions or other provisions shall in no event be deemed to waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signed, sealed and delivered in the presence of:

Heath Henderson  
Witness

Judy L. Oden  
Notary Public  
my commission expires 6/14/08



David Steffe  
Developer  
Paul Craig Steffe POA

UNION COUNTY, GEORGIA

FILED & RECORDED FEBRUARY 27,  
2006 AT 11:25 A.M.  
RECORDED IN BOOK 632 PAGE 382-385

Allen Corley S.C.C.