



## 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.

*Allison Ridge  
Restrictions*

*Conradi  
#106182*

STATE OF GEORGIA  
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS  
AND COVENANTS RUNNING WITH THE LAND

WHEREAS, the holders of the legal title to the below listed subdivision known as "ALLISON RIDGE", said tract or parcel of land lying and being in the 16th District, 1st Section, Land Lot 66 of Union County, Georgia, containing 16.01 acres, more or less, as shown on a plat of survey by Blairsville Surveying, dated February, 1995 and recorded in Union County Records in Plat Book 36, Page 209. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

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 each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Allison Ridge or claiming under them.

If the owners of such lots or any of them, or 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 the equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in no wise affect any of the provisions which shall remain in full force and effect.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into another lot of less than one (1) acre each.
2. No mobile homes, double wide mobile homes, manufactured homes or relocated homes shall be placed permanently or temporarily on any lot or subdivision road. No structure of a temporary character, camper trailer, motor home, basement, tent, garage, barn or other outbuildings shall be used on any lot at any time as a residence, permanent or temporary.
3. All subdivision lots are for single family residential purposes only. Only one residence shall be erected on any one lot, provided however that the owner of any lot may erect an attached garage, outbuilding or guest house for use in connection with such residence.
4. No lot shall be used for commercial activity or business.
5. No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.
6. Each single family residence shall be constructed with at least one thousand (1,000) square feet of heated living space. If the house is more than one story, the first floor must contain at least six hundred (600) square feet of living space, with the total house containing no less than one thousand (1,000) square feet of living space. Excluding the garage and basement.
7. No building or any part thereof including garages and porches shall be erected on any lot closer than ten (10) feet to the line bordering any easement or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site the lot lines shall refer only to lot lines bordering adjoining property owners.
8. When construction of any building is begun, work on the outside must be completed within twelve (12) months from start thereof.
9. No commercial animals, birds, or fowl shall be kept or maintained on the property.
10. A water system will be made available for all lot owners to connect to. This water system will be governed by a separate agreement or a Trust Indenture with the Department of Natural Resources. Anyone connecting to the water system shall be subject to the terms and conditions of the water agreement and/or Trust Indenture.
11. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever or for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

12. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused thereby against owner or any of his agents or servants are hereby waived by the lot owners.

13. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the rights to the roadway are reserved by the developers. All lots are conveyed to the centerline of the roads, notwithstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners. Developers reserved the full right at any time to convey the roads and road easements to The Home Owners Association in fee simple.

14. These covenants and restrictions shall be recorded in the deed records of Union County, Georgia, and shall run with said land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land, agreeing to change said covenants and restrictions, in whole or part.

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

16. Whenever possible, each provision of this declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions of the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this declaration are declared to be severable.

IN WITNESS WHEREOF, the Owners hereby set its hand and affixes its seal, this the 15<sup>TH</sup> day of November, 1996.

ALLISON RIDGE

Union Development Corp.

BY:

*Michael Rapier*  
Michael Rapier

*Margaret C. Wintermute*  
Witness



My Commission Expires 8-1-99

UNION COUNTY, GEORGIA		
Filed	November 19th,	19 96
at	2:20 P.	M.
Recorded	November 19th,	19 96
<i>Allen Conley</i>		C.S.C.

SEAL AFFIXED