

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

The undersigned owners of the below property, by these presence hereby make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations which shall be and constitute running with the land and shall be binding under it, and each property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in the 8 th District, 1 st Section, Land Lot 85 of Union County, Georgia, containing 44.591 acres, more or less, as shown on a plat of survey by Land Tech Services, Inc., dated July 2, 2003 and recorded in Union County Records in Plat Book 52, Page 76. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

NOW THEREFORE, Owners hereby declare that all the above-described property is hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration, and to the covenants, restrictions, easements (sometimes referred to as the "covenants and restrictions") hereinafter set forth. Every grantee of any interest in any property now or hereafter made subject to the Declaration, by acceptance of a Deed or other conveyance, whether or not such a deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

1. SEWAGE DISPOSAL: A septic tank and proper drain field, in accordance with the standards of the Health Department of the State of Georgia, will be used for sewage disposal for houses constructed on said property.

2. TEMPORARY STRUCTURES: No structure of a temporary character, such as a camper, lean-to, tent, shack, garage, basement, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently. Occasional use of campers, tents, and travel trailers shall be permitted prior to construction of a residential dwelling.

3. DWELLING TYPE: No mobile homes, modulars, doublewides, prefabs, or similar type of any kind will be used or located on any lot at any time either temporarily or permanently. All homes must be constructed on site.

4. LAND USE: Land shall be used for residential purposes only, however, a professional business may be operated from within the homes. No commercial business of any type, no religious house of worship and no school shall be maintained on any lot however, this shall not prevent any homeowner from home schooling their own children.

5. EXTERIOR FINISH: The exterior finish of all homes must be of a permanent type such as brick, vinyl, wood or such other architecturally compatible type exterior. The exterior finish shall be also be of a material and color that blends with the surrounding environment. Concrete block construction is prohibited on any lot, however, concrete block may be used in the foundations and chimneys of houses erected on said lots, and must be covered in rock, brick, or stucco.

6. CONSTRUCTION: All construction should comply with all local and state codes and be of reasonable architectural design. The exterior of all structures to be constructed shall be completed with twelve (12) months from the date that construction begins. Any damage to roads, adjacent properties or other common property shall be the responsibility of the owner and builder. The construction site must be kept clean of debris and waste must be disposed of properly.

7. EASEMENTS: Easements for the installation and maintenance of roads and utilities are hereby reserved whereby power lines and water lines with all essential clearing may be installed within the road right-of-way and along lot lines where feasible. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary inconveniences caused thereby against the owners of any of their agents is hereby waived by the property owner.

8. SET BACKS: All structures shall be set back from property lines and roads set forth by any local, county or state ordinances or statutes in effect at the time of construction.

9. SIGNS: No signs of any type shall be allowed on any lot with the exception of a temporary sign offering the property for sale and any sign used for reasonable address identification. "For sale" signs shall not be any larger than 36" x 36".

10. NUISANCES: No noxious or offensive activities shall be permitted or carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No offensive, noisy or illegal activity shall be suffered or permitted upon any lot, nor shall any lot be used for any illegal purposes. No outdoor light that shines onto another's property causing annoyance to the other owner shall be permitted nor shall loud music that carries and causes annoyance to another property owner be permitted.

11. MAINTENANCE: Each lot shall be kept and maintained completely free of any junk, trash and garbage (including abandoned vehicles and discarded appliances). Trash and garbage must be properly disposed of in containers designed for that purpose.

12. LANDSCAPING: No large trees shall be removed except for those necessary to clear an area for construction of a house, septic tank and drain field, driveway, garden or garage or those necessary for reasonable landscaping and a view. In no event shall more than one-half of the trees located on a lot originally be removed.

13. RIGHTS OF WAY: No structure of any type will be placed upon those portions of the property reserved for public utility easements and for a public (traffic) roadway for ingress and egress, nor will the roadway be obstructed, blocked or modified in any way not clearly in the public interest.

14. DWELLING SIZE: No dwelling shall be constructed on any lot with less than 1,000 square feet of heated living space, excluding porches, decks, garages and basements, for lots 1-10 Phase I. The balance of lots shall be at least 1,200 square feet of heated living space, excluding porches, decks, garages and basements.

15. ANIMALS: No animals, livestock or poultry shall be raised, bred or maintained on any subdivision lot for commercial purposes. Dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Pets must be kept under control and shall not be permitted to annoy neighbors. No vicious or aggressive animals shall be permitted, and any animal exhibiting such behavior shall be removed from the subdivision.

16. ROADS: A right-of-way easement fifty (50) feet in width is reserved over and across the roads which traverse the subdivision as shown on the Plat for the purpose of ingress and egress for all property owners. The property owners shall be responsible for the maintenance of the gravel access road with each lot owner contributing his or her pro rata share for maintenance.

17. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration shall run with the land and shall be binding upon all tracts and their heirs, successors, and assigns.

18. Enforcement of these covenants, restrictions, easements, reservations, terms and conditions may be proceedings at law, or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The undersigned developer, tract owner or any successor in title to the undersigned developer or tract owner, of any of the property effected hereby may institute such proceedings. Invalidation of any of the provisions of this instrument by judgement or order of a court of competent jurisdiction shall in no wise effect the validity of any of the other provisions, which shall remain in full force and effect.

In witness whereof, the undersigned have caused the Declaration to be signed this 30 day of November, 2004.

Signed, sealed and delivered in the presence of

Valerie Tucker
Witness

Randy Houghton
Owner

William Smith
Notary Public

[Signature]
Owner



My Commission Expires
June 11, 2007

[Signature]
Owner

UNION COUNTY, GEORGIA
FILED & RECORDED DECEMBER 2
20 04 AT 3:15 P M.
RECORDED IN BOOK 554 PAGE 530-531

Allen Corley S.C.C.