



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.

After Recording Return To
Lawrence S. Sorgen
Attorney at Law
P.O. Box 67
Hiawassee, GA 30546

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS
FOR CRESTWOOD HEIGHTS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: Trackrock Developers, LLC, a Georgia Limited Liability Company, (hereinafter referred to as Developer), being the owner of all that tract of land lying and being in the 10th District, 1st Section, Land Lot 21 of Union County, Georgia, and being more particularly described as Lots 1 through 72, (less and except those lots heretofore conveyed by Developer), as shown on a plat of survey for Trackrock Developers, LLC by Southern Geosystems, Ltd., James C. Jones, RLS, dated 9/01/05, and recorded in Plat Book 56, Pages 280-281, of the Union County Records, said plat being incorporated herein by reference; together with the rights of way and easements for ingress and egress to and from the afore described lots, and for the installation, maintenance and service of utilities, does hereby impose upon said lots certain reservations and restrictive covenants as herein stated.

1. After the initial subdivision and recording of a subdivision plat, no lot shall be further subdivided, except to add a portion or portions thereof to an adjoining lot and without creating a new lot for residential building purposes. Any such recombined lot shall be considered as one lot subject to the terms and conditions of this Declaration.
2. All lots shall be used for single family residential purposes only. Only one such residence shall be erected on any one lot and each such residence shall also include an attached or detached garage or carport of sufficient size to contain no less than two cars. Provided further, the owner of any lot may erect an additional outbuilding for use in conjunction with any such residence. Any detached garage, carport, or outbuilding shall be built of materials and be finished on the exterior so as to match the construction of the residence upon the lot. No such single family residence shall be constructed so as to contain less than a total of 1500 sq. feet of heated living space on the main floor, exclusive of any carport, garage, basement, cellar, deck, patio, and screened or open porch.
3. No mobile homes (single or double wide), modular homes, metal buildings nor metal sheds shall be placed permanently or temporarily upon any lot or upon any subdivision road. It is the express intention hereof that all residences within the subdivision shall be built on site. Nothing contained herein shall preclude the use of pre-manufactured structural systems such as roof trusses, joist systems, or log home packages, which are specifically designed as separate parts or components to be shipped to the construction site for use as part of the onsite construction.
4. All exterior wood surfaces of any building shall either be painted or stained or treated for weathering where a natural weathering appearance is desired. Nothing contained herein shall prohibit the use of vinyl or other synthetic siding. Further, all exterior colors shall be within the color range of what is commonly known as "earth tones". All exterior concrete, cement or cinder block surfaces shall be painted or finished in wood, brick, stone or stucco. The roof pitch of any home or detached garage must be eight/twelve or greater, except on dormers and/or porches, and roofing materials must be either cedar, slate, tin or asphalt fiberglass shingles and shall be in dark shades, including charcoal grey, black, brown, dark green, dark maroon or dark tan. All metal roofs must be pre-painted or otherwise colored by the manufacturer, prior to installation. No chain link nor barbed wire fences shall be

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erected or stored upon any lot.

5. All utility lines, including electrical, telephone, gas, water, cable, tv and any other utility wire or pipe shall be installed and maintained underground. Any and all fuel tanks shall be either buried underground or within a fence or other structure so as not to be visible from any subdivision road. No satellite dish(s) in excess of 36 inches in diameter shall be installed, erected or maintained on any lot.
6. No outbuilding, garage, shed, tent, travel trailer or temporary building of any kind shall be used for residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or travel trailer or other facility during the actual period of construction of any residential structure upon the property, provided, in such event, adequate sanitary toilet facilities shall be provided during such construction. Once construction of any building is begun, work thereon must proceed diligently and the execution thereof shall be completed within twelve months after construction commences except where fire or other natural casualty makes completion impossible within said twelve month period. All building debris shall be cleaned up and removed from any lot and all removal of excess dirt, leveling and terracing or other finish grading work shall be completed within 60 days of the completion of the residential building. Provided further, all landscaping must be completed prior to occupancy of any residence. Completed landscaping shall mean that all ground areas are covered with natural growth, grass, shrubs, trees, mulch, sod or seed covered with straw and that no bare dirt shall be exposed.
7. No animals, birds, livestock, poultry or other fowl of any kind shall be raised, kept or bred upon any lot, except for ordinary household pets 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. No outside dog pens or runs shall be allowed on any lot. Dogs outside of the home must be kept on a leash and accompanied by the owner or other party responsible for that animal, and dogs shall not be allowed to roam or stray outside of their owner's lot, unaccompanied by a person responsible for the dog.
8. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services shall be conducted on or from any lot, including but not necessarily limited to, garage sales, rummage sales, yard sales, moving or estate sales. Provided, however, nothing contained herein shall prohibit any lot owner from constructing one or more single family residences (in accordance with these covenants and restrictions) for the purpose of sale thereof or as a model, exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sale; nor shall any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purpose of selling such lot. Nothing contained herein shall prohibit any lot owner from renting out a home constructed upon a lot, for residential or vacation purposes.
9. No wrecked or un-licensed (untagged) motor vehicle, un-licensed utility trailer, un-licensed camper trailer or recreational vehicle nor any junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored enclosed in a building so as not to be subject to view by other lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other wastes shall be kept upon any lot except in closed, sanitary containers. All lawn and other equipment and tools, including lawn mowers, blowers, tractors, edgers, tillers and the like, must be kept in an enclosed storage area when not in use.
10. No road nor waterline shall be extended through any portion of the subject property so as to serve property beyond the bounds of Crestwood Heights Subdivision, or the "out parcel" or the tracts of Stubblefield, as shown on the above referenced plat of survey.
11. No motorcycles, four-wheelers, dirt bikes and/or other vehicles with external engines shall be permitted to be used or ridden along any roads or streets within the subject property, except as may be necessary to enter and exit the property. Any of such vehicles in use on any lot shall be sufficiently muffled so as to not disturb the neighborhood and the peace and

enjoyment of other lot owners. The parking of buses, trucks, and other vehicles rated higher than one ton capacity is prohibited on any street or road within the subject property (except for temporary purposes in regard to the delivery and/or removal of construction material during the actual construction of any residence or improvement upon any lot).

- 12. All lots shall be subject to those septic tank system restrictions set forth on the above referenced plat of survey.
- 13. Developer reserves the right, but not the obligation, to dedicate the subdivision roads to Union County, Georgia, for use and maintenance as public roadways.

30th IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of November, 2005.

Signed, sealed and delivered in the presence of:

Dana K. Roberts
Witness

Nicholas L. Young
Notary Public
My commission expires:
Seal Affixed

My Commission Expires

Trackrock Developers, LLC
By Its Members:

Eddy Neal Alexander
Eddy Neal Alexander

Jon G. Stubblefield
Jon G. Stubblefield

Jay Frank Stubblefield
Jay Frank Stubblefield

John Thomas Jordan
John Thomas Jordan

UNION COUNTY, GEORGIA
FILED & RECORDED DECEMBER 20,
20 05 AT 3:30 P.M.
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Allen Corley S.C.C.

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