



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.

AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That RANDOLPH C. WILLINGHAM is the Owner of:

All that tract or parcel of land in Land Lots 48 and 61, 10th District, 1st Section of Union County, Georgia, containing 36.72 acres and being Lots One (1) through Thirty (30) plus the "Out Tract" of Duncan Mill Subdivision as shown on a plat of survey by Lane S. Bishop & Associates, RS #1575, dated August 31, 1992, recorded in Plat Book 27 pages 140-142, Union County records. Lots Twenty one (21) through Lot Twenty nine (29) as shown on the plat dated August 31, 1992 by Lane Bishop and revised July 11, 1996 recorded in plat book pages 172; Union County records, which description on said plat is hereby incorporated by reference and made a part hereof.

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 Duncan Mill Subdivision 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 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 other provisions which shall remain in full force and effect.

(1) The provisions of Paragraph Four (4) of the Restrictions and Limitations dated September 17, 1992, recorded in Deed Book 197 pages 697-702, Union County records, is hereby deleted and in lieu thereof, said Paragraph Four (4) shall read:

- 4. All houses shall be constructed with no less than eighteen hundred (1800) square feet of heated living space, exclusive of any carport, garage, unfinished basement, deck, patio or porches.

(2) The provisions of Paragraph Five (5) of the Restrictions and Limitations dated September 17, 1992, recorded in Deed Book 197 pages 697-702, Union County records, is hereby deleted and in lieu thereof, said Paragraph Five (5) shall read:

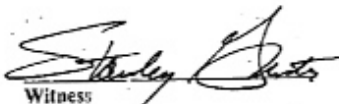
- 5. No house or any part thereof, including garages and porches shall be erected on any lot closer than Forty (40) feet to the line bordering any subdivision road or closer than Fifteen (15) feet of either side lot line. No house, not including porches, shall be erected closer to the bank of Coosa Creek than as listed: Lots 8, 9 and 10 . . . 200 feet; Lots 11, 12, 16, 17, 18, 19, . . . 100 feet; Lot 20 . . . 75 feet; Lots 13, 14, 15, 21, 22, 23, 24 . . . 50 feet.

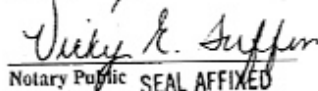
(3) The provisions of Paragraph Sixteen (16) of the Restrictions and Limitations dated September 17, 1992, recorded in Deed Book 197 pages 697-702, Union County records, is hereby deleted and in lieu thereof, said Paragraph Sixteen (16) shall read:

- 16. All driveways and means of ingress and egress to all lots must be through the subdivision roads established by the owner and dedicated to the County. All driveways must be paved upon completion of construction.

Except as amended herein the provisions of Paragraphs One (1) through Eighteen (18) inclusive as set out in Deed Book 197 pages 697-702 Union County records, are hereby incorporated by references as if the same were set out in full.

IN WITNESS WHEREOF, the Owners hereby set their hands and affix their seals this ___ day of _____, 1996.


Witness


Notary Public

SEAL AFFIXED
Vickie E. Suffer, Notary Public, Union County, Georgia
My Commission Expires Nov. 23, 1998


HOWARD A. ELWELL, JR.


LANDIS ELAIN ELWELL

Lorinda Ann Dull
Witness

Erwin S. Maata SEAL AFFIXED
Notary Public
My commission expires 7-15-98



Erin M. Martin
Witness

Shari Spears
Notary Public

Ronald Smith
Witness

David Towler
Notary Public

John F. [unclear]
Witness

Warrenetha M. Keller SEAL AFFIXED
Notary Public
My Commission Expires September 13, 1997

Robert [unclear]
Witness

Leanne [unclear] SEAL AFFIXED
Notary Public
Notary Public, Coffee County, Georgia
My Commission Expires May 24, 1998

Bobby G. Young
BOBBY G. YOUNG

Carolyn B. Young
CAROLYN B. YOUNG

Kelly Chapman
KELLY CHAPMAN

Dona J. Chapman
DONA J. CHAPMAN

Lionel G. Goselin
LIONEL G. GOSSELIN

Barbara A. Goselin
BARBARA A. GOSSELIN

Gary C. Denski
GARY C. DENSKI

Julie C. Denski
JULIE C. DENSKI

Randolph C. Willingham
RANDOLPH C. WILLINGHAM

Dixie M. Willingham
DIXIE M. WILLINGHAM

UNION COUNTY, GEORGIA	
Filed	September 20th 19 96
at	5:25 P M.
Recorded	September 20th 19 96
<u>Allen Conley</u> C.S.C.	

UNION COUNTY, GEORGIA

Filed April 4, 1994
 at 2:30 P . M.
 Recorded April 4, 1994
Aileen Conley C.S.C.

STATE OF GEORGIA
 COUNTY OF UNION

RE: DUNCAN MILL SUBDIVISION

AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That RANDOLPH C. WILLINGHAM is the Owner of:

All that tract or parcel of land in Land Lots 48 and 61, 10th District, 1st Section of Union County, Georgia, containing 36.72 acres and being Lots One (1) through Thirty (30) plus the "Out Tract" of Duncan Mill Subdivision as shown on a plat of survey by Lane S. Bishop & Associates, RS #1575, dated May 20, 1992, recorded in Plat Book 27 pages 140-142, Union County records which description on said plat is hereby incorporated by reference and made a part hereof.

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 Duncan Mill Subdivision 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 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 other provisions which shall remain in full force and effect.

(1) The provisions of Paragraph Five (5) of the Restrictions and Limitations dated September 17, 1992, recorded in Deed Book 197 pages 697-702, Union County records, is hereby deleted and in lieu thereof, said Paragraph Five (5) shall read:

5. No house or any part thereof, including garages and porches shall be erected on any lot closer than forty (40) feet to the line bordering any subdivision road or closer than fifteen (15) feet of either side lot line. No house, not including porches, shall be erected closer to the bank of Coosa Creek than as listed: Lots 8, 9 and 10 . . . 200 feet; Lots 11, 12, 16, 17, 18, 19 . . . 100 feet; Lot 20 . . . 75 feet; Lots 13, 14, 15, 21, 26, 27, 28 and 29 . . . 50 feet; Lot 30 . . . 25 feet.

Except as amended herein the provisions of Paragraphs One (1) through Eighteen (18) inclusive as set out in Deed Book 197 pages 697-702 Union County records, are hereby incorporated by reference as if the same were set out in full.

IN WITNESS WHEREOF, the Owners hereby set their hands and affix their seals this 1st day of April, 1994.

Terri Sharpe
 Notary Public
 My Commission Expires Oct. 29, 1994

Charles D. Jones
 Notary Public
 My Commission Expires Oct. 29, 1994

Carolyn B. Young
 Witness as to Willingham

Charles D. Jones
 Witness as to Willingham



Howard A. Elwell, Jr.
 HOWARD A. ELWELL, JR.

Landis Elwin Elwell
 LANDIS ELWIN ELWELL

Bobby J. Young
 BOBBY J. YOUNG

Carolyn B. Young
 CAROLYN B. YOUNG

Randolph C. Willingham
 RANDOLPH C. WILLINGHAM

Dixie M. Willingham
 DIXIE M. WILLINGHAM

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Notary public as to Willingham in Town of Union County, Georgia

STATE OF GEORGIA
COUNTY OF UNION

RESERVATIONS AND RESTRICTIVE COVENANTS
DUNCAN MILL
PHASE I

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is the Owner and Developer of the property shown on the attached Exhibit "A" which is incorporated herein by reference.

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 Duncan Mill Subdivision, Phase I, or claiming under them. The intent is to promote and assure that all improvements are compatible with each other and, are constructed to reflect the quality and permanence of an environmentally sensitive and aesthetically coordinated community.

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 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.

Invalidation of any of these covenants by judgement or otherwise shall in no way affect any of the 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.

The roads in Duncan Mill Subdivision, Phase I, shall be constructed to meet Union County road specifications, paved, and shall then be deeded to Union County.

2.

Owner, for the benefit of Owner and Owner's successors and assigns reserves the absolute exclusive, continuing and non-exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonably appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, natural gas, sewer, telephone, video and other reasonable and ordinary utility purposes and uses. This reservation shall include the right of owner to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision. (Nothing herein shall obligate Owner to provide or furnish any utility service.)

3.

No lot after being conveyed by the Developer may be subdivided and all lots are for single family residential purposes only. Only one such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence, provided that it is constructed of the same type materials as the residence.

4.

All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, or fifteen hundred (1500) square feet on two floors, exclusive of any carport, garage, unfinished basement, deck, patio or porches.

5.

No house or any part thereof, including garages and porches shall be erected on any lot closer than forty (40) feet to the line bordering any subdivision road or closer than fifteen (15) feet of either side lot line. No house, not including porches shall be erected closer to the bank of Coosa Creek than as listed: Lots 8, 9, and 10 ... 200 feet, Lots 11, 12, 16, 17, 18, 19, 20 and 21 ... 100 feet, Lots 13, 14, 15, 26, 27, 28, and 29 ... 50 feet, Lot 30 ... 25 feet.

6.

When house construction begins, work must be pursued diligently and exterior must be completed within six (6) months from start thereof and outside landscaping must be completed within one (1) year from the start thereof.

All builders and homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a builder or homeowner shall be responsible for any damage to roads and other common property.

He must also ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

7.

Only site built houses will be allowed on any lot. No mobile home, house trailer, travel trailer, or other similar facilities shall be constructed, maintained, placed or otherwise allowed to be situated on any portion of said lots if such facilities are occupied as living quarters, with the exception of a 6 month period while the primary residence is under construction.

8.

Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, block, siding or stucco.

Roof pitches shall be 7 in 12 minimum on the primary roof.

9.

All mail boxes shall include the house number and shall be located as prescribed by the United States Postal Service. The initial mailbox post shall be provided by the developer for no charge.

10.

No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 24 inches by 24 inches advertising property for sale or a temporary builders sign. All said signs shall be professionally lettered and neatly installed.

11.

Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding homesites and natural drainage flows.

No more than fifty percent (50%) of existing trees over 5 inches in diameter shall be removed from the property.

Any homesite which shall have been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than thirty (30) days following completion of any building with weather permitting.

12.

No animals, birds or fowl shall be kept or maintained on any part of property except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.

13.

No lot shall be used for commercial activity.

14.

No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or obnoxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. The parking of trucks rated higher than one ton or buses will not be permitted.

15.

No motorcycles or other vehicle with external engine shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

16.

Access to lot 25, 26, 27, 28, 29 and 30 will be only from Owl Town Road. All driveways and means of ingress and egress to all other lots must be through the subdivision roads established by the owner and dedicated to the County. All driveways must be paved upon completion of construction.

17.

Only wood fences will be allowed in front and sides of residences. In the rear, only wood fences or chain link fences will be allowed. No farm-type wire fences will be allowed.

18.

All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over a 36" diameter will be allowed on any lot.

FOR AND IN CONSIDERATION OF THE PREMISES and the benefits flowing to Owner and parcel owners under the provisions and operation of these covenants and in witness thereof, Owner, by and through the undersigned duly authorized representative, has here unto set its hand and seal this 17 day of Sept 1992

RANDOLPH C. WILLINGHAM

Randolph C. Willingham
Owner and Developer

Elaine King
Witness

Gretchen Howell
Notary Public

Notary Public, Towns County, Georgia
My Commission Expires October 3, 1993



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 48 & 61, 10th District, 1st Section of Union County, Georgia, containing 36.72 acres and being Lots One (1) through Thirty (30) plus the "Out Tract" of Duncan Mill as shown on a plat of survey by Lane S. Bishop & Associates, RS #1575, dated May 20, 1992, recorded in Plat Book 27 page 140- Union County records which description on said plat is hereby incorporated and made a part hereof.

UNION COUNTY, GEORGIA	
Filed	September 22nd, 1992
at 2:25	P. M.
Recorded	September 22nd, 1992
<i>Don Conley</i>	C.S.C.

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 48 & 61, 10th District, 1st Section of Union County, Georgia, containing 36.72 acres and being Lot of Duncan Mill