



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

RESERVATIONS AND RESTRICTIVE COVENANTS
"THE MOUNTAIN"

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 hereafter set out are to run with the land and shall be binding upon all parties and persons owning lots in "The Mountain" or claiming under them.

It shall not be the intent of the Owner-Developer to impose a uniform appearance within "The Mountain", not to discourage creativity on behalf of Builders and Homeowners. Its 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 judgment or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1.

Lots shall be only for residential purposes. No building shall be erected or allowed to remain on any lot, other than single family dwelling and a carport or a private garage.

2.

The dwelling on any lot shall have a minimum of 1,200 square feet of heated living space on one floor, or 1,800 square feet on two floors, exclusive of any carport, garage, basement, deck, patio, or open or closed screen porches. All dwellings shall be of good quality material and workmanship. No mobile or modular homes will be permitted.

3.

No structure of a temporary character, trailer, modular, basement, tent, garage, barn or other out buildings shall be put on any lot at any time as a residence, either temporary or permanent.

4.

No building shall be constructed within thirty (30) feet of the front line nor ten (10) feet to side lot lines or rear lot lines.

5.

All telephone, electric or other wire of any kind shall be installed underground.

6.

When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. The exterior shall be completed within nine (9) months.

7.

No lot can be subdivided.

8.

A septic tank as prescribed by the state health department and approved by the Union County Health Department, together a drain field shall be installed on each approved lot. Owner must request and receive approval before construction starts.

9.

The right to inspect any construction, alterations or use of these lots is reserved by the seller, and if violations of the covenants exist, the seller shall require the buyer to conform to these covenants.

10.

No sign of any kind shall be displayed to the public view except a professional sign, or a resident name sign, of not more than one (1) square foot in area or a sign of not more than five (5) square feet in area advertising the property for sale or rent.

11.

Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12.

No lot shall be used as a dumping ground for rubbish. All trash and other wastes shall be kept in sanitary containers.

13.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that usual household pets may be kept, provided they are not involved in the commercial purpose and they do not constitute a nuisance.

14.

The covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date they are recorded, after which time said covenants shall be automatically extended for a period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15.

Drainage swails shall not be installed, altered or interfered with in any way without prior written approval of the Developer.


16.

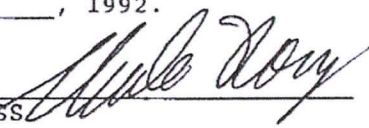
Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney fees.


Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 has hereunto set his hand and seal this 23rd day of July, 1992.

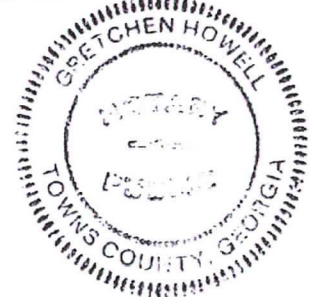
Signed, sealed and delivered before me this 23 day of July, 1992.


ALLAN JARVIS
Owner and Developer


WITNESS


NOTARY PUBLIC

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



UNION COUNTY, GEORGIA		
Filed	July 23rd,	19 92
at	2:50 P.M.	
Recorded	July 23rd,	19 92
	<i>Allen Conley</i>	C.S.C.

All that tract or parcel of land lying in Land Lot 307, 9th District, 1st Section of Union County, Georgia, containing 94.813 acres as shown on a plat of survey by Rochester & Associates, Inc. dated January 6, 1992, and recorded in Plat Book 27, Page 15, Union County records, which description on said plat is incorporated herein by reference. The property is conveyed subject to the powerline easement as shown on said plat.