



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

DECLARATION OF RESTRICTIONS

The undersigned Owner of WARNOCK MTN. ACRES by these presence hereby makes, declares and imposes 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 and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lots 322 & 323 of Union County Georgia, and being Lots 1-25, containing 36.116 acres, more or less, as shown on a plat and survey by Rochester & Associates, Inc., dated April 13, 1994 and recorded in Union County Records in Plat Book 33, Page 111. 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 this Declaration, by acceptance of a Deed or other conveyance, whether or not such 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. LAND USE: All lots or tracts shall be used for single family residential purposes only.
2. SUBDIVISION: No lot shall be re-subdivided in lots or tracts which are less than one (1) acre in size.
3. TEMPORARY STRUCTURE: No structure of a temporary character shall be placed upon any portion of the property at any time, for a period longer than 10 days, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling. All temporary structures will be removed within one year. No temporary structure may or shall be used as a dwelling or residence.
4. DWELLING TYPE: No mobile home, outbuildings, trailers, motor homes, double wide trailers, modular homes, concrete block houses or relocated older homes or any other similar structure shall be used on any tract for a residence other than a temporary basis, during construction of a permanent home as set out in 3 above.
5. DWELLING SIZE: All residences of any type, constructed on any lot shall have at least 1200 square feet of heated space, on the main floor exclusive of any carport, garage, basement, deck, patio, and open porch.
6. EASEMENTS: All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity and telephone to adjacent lots, provided all grounds are returned to their original condition. All lots subject to subdivision easements.
7. ROAD MAINTENANCE DURING CONSTRUCTION: It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair.
8. COMMERCIAL ACTIVITY: No lot shall be used for commercial activity or business.
9. ANIMALS: No lots shall be used to raise or keep commercial livestock. No owner can keep more than 3 adult household pets of any species. All nuisance animals shall be kept on a leash.

10. CONSTRUCTION: When the construction of any building if once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and not outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual construction of any residential structure of such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction.

11. DUMPS: 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. Also, no automobiles, trucks, or other motor vehicles without a current years license tag may be placed on the property. No major repairs to vehicles or boats shall be allowed.

12. SET BACKS: No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, 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 the lot lines bordering the adjoining property owners.

13. EXTERIOR FINISH: Exterior finish must be of permanent type such as brick veneer, masonite, wood siding, log house, and other architecturally compatible dwelling types. The exterior finish on the siding shall be material and color that blends with the surroundings. No buildings may be constructed of concrete or other block, unless stuccoed. All metal roofs must be factory painted and of the quality guaranteed for 50 years. It is the intent and purpose of this restriction to insure that all dwellings shall be "quality" workmanship and materials.

14. SIGNS: No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" X 36". An exception shall be that the owner, developer of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.

15. RECREATIONAL VEHICLES: All R.V.'s must be parked in back of the house or in back of front line and no one will be allowed to live in the R.V.'s except as stated in item number 16 below.

16. RECREATIONAL VEHICLES: All R.V.'s must be less than 15 years old and may be used for 90 days per year, provided that septic tank and water are available.

17. YARD SALES: All lot owners will be allowed to have one yard/garage type sale per year.

18. FENCES: No lot owner shall be permitted to have a farm type metal fence.

19. GROUNDS: The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

20. EASEMENTS: 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 agent's or servants and hereby waived by the lot owners.

21. DRIVE-THROUGH: On all lots which have a common boundary with property

which is not a portion of the above described property, as shown above, no roadways, or drives of any nature can be placed on the property which would connect with any property which is not a part of the above described property. No lot owner may use his lot for any type of road or drive easement to any adjacent tract of property.

22. UTILITIES: All utility lines (including electrical and telephone lines) and water pipes must be placed underground.

23. TIME LIMITS: These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument signed by a majority of the then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at anytime if all of the then owners agree.

24. ENFORCEMENT: 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 change 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 waiver of the right to do so thereafter.

25. SEVERABILITY: 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, said owner has hereunto set his hands and seals this 12th day of October, 1995.

Signed, sealed and delivered
in the presence of:

Joseph Wintomite
Witness
Lowell L. Warnock
LOWELL L. WARNOCK

Stephela J. Hughes
Notary Public


UNION COUNTY, GEORGIA		
Filed	October 20th,	19 95
at 3:40	P. M.	
Recorded	October 20th,	19 95
<u>Allen Coaling</u>		C.S.C.

STATE OF GEORGIA
COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

The undersigned owner of WARNOCK MOUNTAIN ACRES desires to amend and change those restrictions filed in Union County Records in Deed Book 238, Pages 279-281, said subdivision being located in the 9th District, 1st Section, Land Lots 322 and 323 of Union County, Georgia.

THEREFORE, those restrictions are amended as follows:

Restriction #13 is amended by changing guarantee for metal roofs from fifty (50) years to twenty five (25) years.

IN WITNESS WHEREOF, said owner has hereunto set his hand and seal this 25 day of July, 1996.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Lowell L. Warnock
LOWELL L. WARNOCK

[Signature]
Notary Public

Jeannette R. Warnock
JEANNETTE R. WARNOCK



My Commission Expires Sept 7, 1998

UNION COUNTY, GEORGIA	
Filed	August 22nd, 19 96
at	8:00 P . M.
Recorded	August 22nd, 19 96
<u>Allen Conley</u>	C.S.C.

UNION COUNTY, GEORGIA		
Filed	September 24th,	19 98
at	11:35 A. M.	
Recorded	September 24th,	19 98
	<i>Union County</i>	C.S.C.

After recording, return to Woodside & Boemmanns, P.C., P.O.Box 39, Blairsville, GA 30514

STATE OF GEORGIA

COUNTY OF UNION

AMENDMENT TO RESTRICTIONS

The undersigned owners of WARNOCK MOUNTAIN ACRES desire to amend and change those restrictions filed in Union County Records in Deed Book 238, Pages 279-281, and as amended in Union County Records in Deed Book 253, Page 229, and further amended in Union County Records in Deed Book 258, Page 40, said subdivision being located in the 9th District, 1st Section, Land Lots 322 and 323 of Union County, Georgia.

THEREFORE, those restrictions are amended by adding the following restriction:

26. VEHICLE NOISE: No motorcycles or other externally mounted engineered vehicle shall be permitted in development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

IN WITNESS WHEREOF, said owners have hereunto set their hands and seals this 23rd day of September, 1998.

Signed, sealed and delivered
in the presence of:

Margaret C. Hestermate
Witness

Jean Gibbons
Notary Public



Lowell L. Warnock
LOWELL L. WARNOCK

Jeannette R. Warnock
JEANNETTE R. WARNOCK

CC

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COUNTY OF UNION

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THEREFORE, those restrictions are amended as follows:

Restriction #13 is amended by changing guarantee for metal roofs from fifty (50) years to twenty (20) years.

IN WITNESS WHEREOF, said owner has hereunto set his hand and seal this 25th day of November, 1996.

Signed, sealed and delivered
in the presence of:

Jean Hibbons
Witness

Jean Hibbons
Notary Public



My Commission Expires 8-1-99.

Lowell L. Warnock
LOWELL L. WARNOCK

Jeannette R. Warnock
JEANNETTE R. WARNOCK

UNION COUNTY, GEORGIA
Filed November 11th, 1996
at 3:00 P. M.
Recorded November 11th, 1996
Allen Conley
C.S.C.