



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 UNIONDECLARATION OF RESTRICTIONS, COVENANTS, AND RESTRICTIONS FOR
WILDERNESS RIDGE

Charles Garrett Builder's Inc., (hereinafter referred to as Developer), being the owner of All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 156, 157, 168, of Union County Georgia and being more particularly described as Lots Number 1 through 14, inclusive as shown on a plat of survey by Rochester & Associates, Inc., dated July 9, 2004 and as recorded in Union County Records in Plat Book 55, Page 20. Said plat is incorporated herein by reference, does hereby impose said certain reservations and restrictive covenants as herein stated.

1. 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. Such lots, and each and every one thereof, are for single-family residential purposes only. Only one such residences shall be erected on one lot, provided, however that the owner of any lot may erect a garage or outbuilding for use in connection with such a residence, No such single family resident shall be constructed of less than 1,400 square feet of heated living space, exclusive of a carport, garage, basement, cellar, attic, deck and screened or open porches.
3. No Mobil homes (single or double wide) or any factory manufactured homes shall be placed permanently or temporarily, upon any lot or subdivision road. It is express intention hereof that all residences within the subdivision to built on site.
4. No building or any part thereof, including garages, porches, sheds, carports, or other structures shall be erected on any lot closer than Twenty Five (25) feet of right of way of any subdivision road; closer than Fifteen (15) feet from any lot line, without written permission from the developer. When two or more lots are acquired and maintained as a single building site, the side lot lines shall refer only to the lot lines bordering adjoining property owners.
5. All exterior wood surfaces of any building shall be either painted, stained or treated for weathering where a natural weathered appearance is desired, no chain link fencing, all fencing must also match home siding, and must be a maximum of four to six feet in height, all storage buildings must be 14' x 14' (fourteen feet by fourteen feet) and must match and conform to the home in structure and siding.
6. All utility lines, including electrical, telephone, gas, water, cable tv, or other wire or pipe of any kind shall be installed and maintained underground.

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7. When the construction of any building is once begun, work thereon must proceed diligently and must be dried in and outside finished within Six (6) months from the start thereof. 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 no outbuilding, garage, shed, tent, basement or temporary building shall be used for temporary or permanent residence purposed; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure of such property, not the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within Thirty (30) days completion of the building construction thereof.
8. No animals, birds, livestock, poultry, or fowl of any kind shall be raised, kept or bred on any lot, exempt for ordinary household pets (e.g. dogs, cats, pet birds) 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.
9. 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, provided, however, that nothing contained herein shall prohibit the developer, its agents, successors, or assigns, or any lot owner, from construction one or more single family residences (in accordance with these covenants and restrictions) for the purpose of sale thereof, or as a model and exhibiting the same, or inviting prospective purchasers to the same for the purpose of making such sale; nor shall the developer of any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purpose of selling such lot(s).
10. No Commercial signs, except;
 - A) Lot owner's or Real Estate Broker signs of "for sale" or "for rent" or
 - B) Signs placed by the developer for the identification, promotion, and sale of lots within the subdivision, or homes erected thereon; or
 - C) Street name or traffic control signs placed by the developer or appropriate governmental authority; or
 - D) Such signs as may be required by legal proceedings.
11. No wrecked or un-licensed (untagged) motor vehicle, nor utility trailer, nor 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 the lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other wastes shall be kept upon lot except in closed, sanitary containers.
12. It shall be the responsibility of each lot owner to prevent the development of a noxious, unclean, unsightly, or unkept condition of any building or grounds on said owner's lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area; provided, however, that conditions which are normal, usual, or customary to a similar construction shall be permitted during the actual period of construction or improvements on any lot. Unimproved lots shall be kept in a reasonably neat fashion and bush hogged or mowed at least annually. The developer reserves the right to perform said mowing or bush hogging if the owner does not and the lot owner shall pay a normal and reasonable fee for this mowing or bush hogging.

7. When the construction of any building is once begun, work thereon must proceed diligently and must be dried in and outside finished within Six (6) months from the start thereof. 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 no outbuilding, garage, shed, tent, basement or temporary building shall be used for temporary or permanent residence purposed; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure of such property, not the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within Thirty (30) days completion of the building construction thereof.
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13. The developer reserves unto itself, its successors and assigns, perpetual, alienable and nonexclusive right of way, over, on, and across all subdivision roads for the purpose of construction, erecting, maintaining, and using electric, telephone, cable tv, water, gas, sewer, and drainage lines or other utility lines, and reserves a right and easement Ten (10) feet wide on easement and right of way is for the benefit, use, and enjoyment of the developer and its successors and assigns, and every conveyance of lands herein restricted shall be deemed subject to said easement while conveying to the grantee under said conveyance a similar right, appurtenant to his land, to the benefit, use and enjoyment of said easement and owners who have similar rights appurtenant to their lands. Each lot owner shall allow such further easements and right of ways as may be reasonably necessary to provide utility services to other lot owners, and for the maintenance thereof. Any and all claims for damages arising out of the construction, maintenance, and repair of utility service lines, or on account of temporary or other inconveniences caused thereby, against the developer or any of its agents or employees are hereby specifically waived by the lot owners.
14. These covenants, restrictions, easements, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owner and all persons claiming under them for a period of Twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of One (1) year from the date of the recording hereof upon the records of the Clerk of Union County Superior Court and all such amendments shall be binding upon all lot owners, provided further, these covenants may be amended at any time by the written agreement of the owners of at least Three-Quarters (3/4ths) of the total number of lots. All such amendment(s) shall apply equally total lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent.
15. Enforcement of the covenants, restrictions, easements, terms and conditions may be proceedings at law or in equity against any person or persons violating or attempting to violate and covenants, either to restrain violation or to recover damages, or both. Either the undersigned developer, or any successor in title to the undersigned developer, or any of the property affected hereby may institute such proceedings. Invalidation of any one of the provisions of this instrument by a judgement or order of a court of competent jurisdiction shall in no wise affect the validity of any of the other provisions, which shall remain in full force and affect.
16. Home Owner's Association:
- A) Land/Property owners of lots in Enchanted Woods Estates have the responsibility for electing a representative board consisting of a President, Vice-President, Treasurer, and Secretary.
- B) The duties and responsibilities of above said board will involve the maintenance and care of roadways and properties. Such responsibilities will be divided among present owners equally and officially reviewed and handled by the power held by the representative board.
- C) Upon selling of property that constitutes Sixty percent (60%) occupancy of new property/land owners. All responsibility will then be that of the Home Owner's Association's representative board. Said responsibility covers not only that of the care and maintenance of all property and roadways, but also involves the welfare and enforcement of said covenants and restrictions that Wilderness Ridge employs.
17. These covenants, restrictions, easements, terms and conditions contained shall be recorded in the deed records of Union County, Georgia and shall run with the land and shall be binding upon all persons claiming under them for a period of Twenty (20) years from the date of recording, said covenants shall be automatically extended for a successive period of Ten (10) years unless an instrument signed by a majority of the then owners of record land agree to change said covenants and restrictions, in whole or part. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until Sixty percent (60%) of lots have been sold.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 8TH day of OCTOBER, 2004.

Signed, sealed and delivered in the presence of:

Valerie Dickens
Witness

Charles Garrett
Charles Garrett, President
Charles Garrett Builder's Inc.

William C. Smith
Notary Public
My commission expires: 6-11-07



UNION COUNTY, GEORGIA
FILED & RECORDED OCTOBER 14,
2004 AT 10:00 A M.
RECORDED IN BOOK 548 PAGE 65-68
Allen Conley S.C.C.

Union County, Georgia
Real Estate Transfer Tax

Paid \$35.50
Date January 5th, 2006
Alan Conley
Clerk of Superior Court

UNION COUNTY, GEORGIA
FILED & RECORDED JANUARY 5
2006 AT 2:00 P.M.
RECORDED IN BOOK 623 PAGE 398
Alan Conley S.C.C.

Return Recorded Document to:
The McAfee Law Firm, P.C.
Attorneys at Law
244 Young Harris Street
P.O. Box 1244
Blairsville, GA 30514

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF UNION

File #: 0512-WEP

This Indenture made this 19th day of December, 2005 between Charles Garrett Builders, Inc., as party or parties of the first part, hereinafter called Grantor, and Wozniak Family Partnership, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 157 & 168, 9th District, 1st Section, Union County, Georgia, containing 1.938 acres and being more particularly described as Lot Eleven (II) of Wilderness Ridge Subdivision as shown on a plat of survey by Rochester & Associates, Inc., R.L.S. #2349, dated July 9, 2004, filed and recorded in Plat Book 55, page 20, Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.
Said property is subject to the restrictions recorded in Deed Book 548, pages 65-68, Union County Records.
Said property is subject to the blanket easement to Blue Ridge Mountain EMC recorded in Deed Book 535, pages 673-674, Union County Records.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

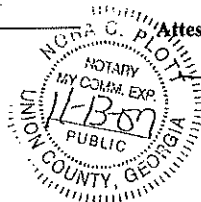
Charles Garrett Builders, Inc. *mcw*

By: *Charles Garrett* (Seal)

Attest: *Shirley Garrett* (Seal)

Seal Affixed

Alan Conley
Witness
Wanda C Platt
Notary Public



398

Union County, Georgia
Real Estate Transfer Tax

Paid \$ 35.50
Date January 5th, 2006
Allen Conley
Clerk of Superior Court

GEORGIA UNION COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AT 2:00 P M
JANUARY 5, 2006, RECORDED
IN BOOK 623 PAGE 398
Allen Conley
Clerk

Return Recorded Document to:
The McAfee Law Firm, P.C.
Attorneys at Law
244 Young Harris Street
P.O. Box 1244
Blairsville, GA 30514

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF UNION

File #: 0512-WFP

This Indenture made this 19th day of December, 2005 between Charles Garrett Builders, Inc., as party or parties of the first part, hereinafter called Grantor, and Wozniak Family Partnership, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 157 & 168, 9th District, 1st Section, Union County, Georgia, containing 1.938 acres and being more particularly described as Lot Eleven (11) of Wilderness Ridge Subdivision as shown on a plat of survey by Rochester & Associates, Inc., R.L.S. #2349, dated July 9, 2004, filed and recorded in Plat Book 55, page 20, Union County Records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.
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This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Charles Garrett Builders, Inc. *mcw*

By: Charles Garrett (Seal)

Witness

[Signature]
[Signature]

[Signature]