



## 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

*This Deed was Prepared by and should be returned to: Woodside & Boemanns, P. C., P. O. Box 39, Blairsville, Ga. 30514*

DECLARATION OF RESTRICTIONS

The undersigned Owners of WILDWOOD SUBDIVISION, Phase II, by these presence hereby make, declare and impose 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 9<sup>th</sup> District, 1<sup>st</sup> Section, Land Lots 24, 25, 48 & 49 of Union County, Georgia, containing 17.938 acres, more or less, and being Wildwood Subdivision Phase II, as shown on a plat of survey by Rochester & Associates, Inc., dated July 26, 2000 and recorded in Union County Records in Plat Book 46, Page 148. 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.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future owner, the full benefit and enjoyment of their property.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into two or more lots.
2. All subdivision lots are for single family residential purposes only. Only one residence shall be erected on any one lot. In-home businesses are permitted only if there is no external evidence beyond one small unlit sign.
3. No part of the said property shall be used as a garbage or trash dump. Approved compost systems are excepted.
4. No junk or unused vehicles shall be openly stored or displayed on said property. Any vehicle not having a current license plate shall be deemed a junk or unused vehicle.
5. No house trailers, mobile homes, double wide trailers, relocated older homes, or any other similar structure shall be permitted on any lot at any time except for construction purposes during the construction period. EXCEPTION: Travel trailers or motor homes may be placed on the lot for vacation purposes for up to four consecutive weeks per year for the first five years of ownership.
6. The exterior of all dwellings and outbuildings shall be enclosed, and all outbuildings shall have finish made of natural material.
7. Exterior finishes of all buildings shall be of a permanent natural type such as wood

- siding, logs, log siding, or stone and other architecturally compatible dwelling types. No vinyl or metal siding is permitted except as trim material and gutters, etc. Exterior finish on the siding shall be of material and color that blends with the surroundings. No building may be constructed of concrete or other block, unless stuccoed. It is the intent and purpose of this restriction to insure that all dwellings shall be of "quality" workmanship and materials. All structures must be underpinned. All foundations or underpinning shall be finished with paint, brick, stucco, stone or other suitable finish. All house and outbuilding plans or drawings must be submitted for approval by the Developers - located at 6880 Dockery Creek Road, Young Harris, Georgia, 30582, or the Homeowner's Association, as soon as one is founded. All decisions on all plans shall be made within one week from being submitted.
8. All dwellings shall not have less than 800 square feet of heated space exclusive of basement.
  9. 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 twenty (20) 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.
  10. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept in reasonable numbers as pets for the pleasure and use of the occupants.
  11. 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. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions. Any damage caused to the subdivision roads by the irresponsible use of said roads during adverse conditions by a particular owner shall be repaired by that owner.
  12. All utility lines (including electrical and telephone) shall be placed underground and no utility lines shall be placed overhead. Phase II will not be wired for cable.
  13. No roads or easements of any nature shall be placed on the property which would connect to property not now or hereafter owned by the Developer or her heirs, provided, however, this restriction shall not prevent Owner or her heirs from placing such connecting roads or easements on any tract or parcel of land which she has not conveyed.
  14. All satellite dishes are to be installed to be as inconspicuous as possible and shall be of a dark color and not to exceed 36" in diameter.
  15. Before construction may begin, the lot owner must contact Union County Health Department to get approval of the location of construction.
  16. 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 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. Untidy and/or unclean shall not be construed to be in conflict with the natural state of the forest.
  17. Phase II will be paved once 10 lots (out of 13) have been sold unless active construction is taking place. In the case of active construction paving will be postponed until completion so as not to delay construction and/or allow unnecessary damage to the road. Any such delay shall not exceed 6 months.
  18. Phase II water will be provided to each lot by developers and will be available from Nolli Water Authority. Each lot owner will be responsible for hookup fees.
  19. No metal fencing, including, but not limited to, barbed wire, hog wire, welded wire, or chain link fence will be placed on any interior lot line within the subdivision.
  20. No trees measuring 22 inches in circumference at a point two feet above ground level, any flowering trees or shrubs, or any evergreens may be removed without the written approval of the developer, or upon its formation - the Homeowner's Association, unless located within ten feet of a building, within ten feet of the approved site for such building or within the right-of-way of driveways and walkways. Excepted herefrom shall be damaged trees, or trees which must be removed because of an emergency. Any landscaping more than ten feet from a dwelling shall be consistent with the present natural woodland state of the property.
  21. No pesticides or other chemicals may be used on the exterior or grounds of any

- property which would be toxic to fish or wildlife if they were to enter the water table.
22. 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 waive of the right to do so thereafter.
23. 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 owners have hereunto set their hands and seals this 8<sup>th</sup> day of September, 2001.

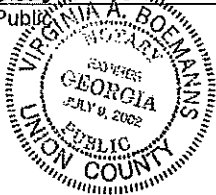
Signed, sealed and delivered  
in the presence of:

Linda M. Payne  
Witness

Janet V. Sanders  
OWNER

Virginia A. Boemmans  
Notary Public

Michael R. Brown  
OWNER



UNION COUNTY, GEORGIA  
 September 12, 2001  
 2:25 P. M.  
 In Book 387 Page 731-733  
Alex Bondy C.S.C.