

DECLARATION OF RESTRICTIONS, LIMITATIONS AND
COVENANTS RUNNING WITH THE LAND

WHEREAS, ROBERT C. POPP, is the holder of the legal title to the property containing 151.139 acres in Land Lot 258, 9th District, 1st Section, Union County, Georgia, as shown on a plat of survey prepared by Rochester and Associates, Inc., B. K. Rochester, Jr., registered surveyor, dated December 1, 1993, and recorded in Plat Book 31, page 96 in the Office of the Clerk, Superior Court, Union County, Georgia.

The purpose of the following restrictions and covenants is to insure the use of said realty by the Owner, 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. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and person owning lots.

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 provisions which shall remain in full force and effect.

1. After the conveyance of a lot by the Developer, no lot shall be subdivided into another lot.
2. All subdivision lots are for single family residential purpose only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot at any time.
4. When the construction of any building is 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 no 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.
5. Each single family residence shall be constructed with at least twelve hundred (1,200) square feet of heated living space on the main floor, exclusive of any carport, garage basement, deck, patio, and open porches.
6. No lot shall be used for any commercial activity or business.
7. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g.

numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.

8. 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 any unclean or untidy condition or that will be obnoxious to the eye; not 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 license plate for the current year and in running condition, may be kept on the property.

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 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 adjoining property owners.

10. 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 a material and color that blends with the surroundings. No buildings may be constructed of concrete or other block, nor shall it have a metal roof. It is the intent and purpose of this restriction to insure that all dwellings shall be "quality" workmanship and materials.

11. No motorcycles or other externally mounted engineered vehicle shall be permitted in the development except for the entry and exit from the areas. All such vehicles must be property muffled so as not to disturb the neighborhood.

12. 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 owner, developer of the 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.

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

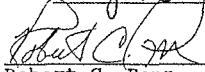
14. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.

15. All utility lines (including electrical, telephone, and cable TV lines) shall be placed underground and no utility lines shall be placed overhead.

16. 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 agents or servants are hereby waived by the lot owners.

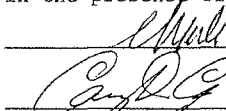
17. No metal fencing, including, but not limited to, barbed wire, hog wire, welded wire, or chain link fence, will be placed on any interior lot line within the subdivision.

IN WITNESS WHEREOF, the owner hereby sets his hand and affixes his seal this 11th of June, 1994.

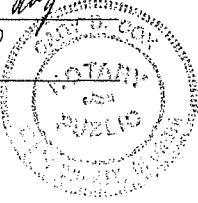


Robert C. Popp

Signed, sealed and delivered in the presence of



Notary Public



MY COMMISSION EXPIRES AUGUST 2, 1997

UNION COUNTY, GEORGIA		
Filed	<u>June 13th</u>	<u>19 94</u>
at	<u>1:40</u>	<u>P. M.</u>
Recorded	<u>June 13th</u>	<u>19 94</u>
	<u>Allen Conley</u>	<u>C.S.C.</u>