

STATE OF GEORGIA
COUNTY OF TOWNS

DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND

This Declaration made this 20TH day of MAY, 2004 by Robert L. Eaton (herein called Owner & Developer) of said property known as Oakwood Subdivision, located in Land Lot 259 of the 9th District of Union County, Georgia as shown on plat of survey by Rochester and Associates dated _____ and recorded in Book 54, page 144 Union County Records.

Now therefore, Owner & Developer declares that the real property described above is and shall be held, transferred, sold, mortgaged, conveyed, occupied and used subject to the covenants, conditions, restrictions, and easements herein set forth.

The purpose of the following covenants and restrictions is to ensure the use of said property 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.

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 Owner & 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.

After the conveyance of a lot by the Owner & Developer, said lot shall not be subdivided.

This property shall be used for single-family residential purposes only; only one residence per lot. No commercial usage and/or activities of any type shall be permitted and/or conducted on or from any lot. No commercial vehicles may be used, parked, stored and/or maintained on any lot. These restrictions and covenants automatically renew after twenty (20) years or as set by the Code of Georgia.

No commercial signs, except:

- (a) lot owner's or real estate brokers' 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;

shall be erected or maintained upon any lot or subdivision road.

When construction of any building is begun, work thereon must be prosecuted diligently and must be completed within twelve (12) months from start thereof. No outbuildings, garages, sheds, tents, travel trailers, basements or temporary buildings shall be used for permanent or temporary residence purposes. No camping allowed. No relocated older homes allowed.

Only one outbuilding and one garage may be located on any one lot. Such building will be located behind residence, with same building set back lines as main residence.

Fences allowed in rear yard only. Wood rail fences allowed in front.

No residence shall be constructed with less than twelve hundred (1200) square feet of heated living space, exclusive of any carport, garage, basement, deck, patio and open porches. When residence is two stories or has sleeping loft, main floor is to have a minimum of one thousand (1000) square feet.

No vinyl siding or brick can be used on exterior of residence. All exposed concrete and block walls will be covered with stone. All house plans and all out buildings must be approved by Owner & Developer, until such time as Owner & Developer does not own any lots in subdivision.

All utility lines will be underground.

No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.

No structure can be placed within fifteen (15) feet of any property line and fifty (50) feet from road easement (Oakwood Road).

No animals, birds, livestock, poultry or fowl of any kind shall be raised, kept or bred on any lot, except 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. All dogs must be kept on owner's property. When dogs are not on owner's property, they must be on a leash and accompanied by owner at all times. No continuous barking dogs will be allowed that are a disturbance to the neighborhood. No more than two dogs allowed per household. No horses allowed.

Owner & Developer hereby gives notice to all present and future lot owners that said road (Oakwood Road) will not be constructed to Union County standards, and therefore will not be maintained by Union County.

Developer will maintain road until 60% of all lots sold. Lot owners will maintain road after this period of time.

Additional easements along roads shall be granted as necessary for future utility service, road maintenance, paving, etc. The Owner & Developer reserves the right to deed easements for road access and utility lines across lot 6 for further development on adjoining property as long as owner developer owns said lot. No other lot owner will be allowed to give such easements on any other lot.

Lot numbers one and two were taken from lot 4B of Sorgham Mill subdivision and will be subject to these restrictions also. Record in deed book 294, pages 518 and 519.

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.

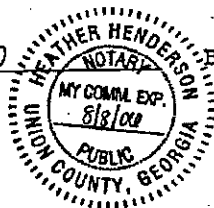
The majority of lot owners at a future date may wish to deed right of way easements (Oakwood Road) to Union County. At this time, all lot owners will be rejoined to deed such easements as shown on plat. The Owner & Developer hereby reserves the right (without obligation) to dedicate the subdivision road rights of way to an appropriate governmental agency.

In witness thereof, the owner hereby sets his hand and seal this 20th day of May, 2004.

Kelly Schutjenhoff
Witness

OAKWOOD SUBDIVISION

Heather Henderson
Notary Public



BY: Robert E. [Signature]

UNION COUNTY, GEORGIA
FILED & RECORDED MAY 20TH
2004 AT 8:50 A.M.
RECORDED IN BOOK 526 PAGE 419-421

Robert E. [Signature] S.C.C.

UNION COUNTY, GEORGIA
 Filed July 17th, 1998
 at 8:20 A. M.
 Recorded July 17th, 1998
 Mrs. Oakley
 C.S.C.

must be painted.

13. SET BACK: No structure can be placed within 75 feet of any property line or road easement.

14. EXTERIOR: Exterior finish must be of a permanent type construction, such as brick, vinyl siding or wood siding. The exterior finish of log homes shall be of such color that blends in with the surroundings. All exposed concrete walls must be smoothed. All homes and out buildings must be of quality workmanship and materials.

15. SIGNS: No signs larger than 36"x36", except by Developer of said property. All signs must be professionally lettered and neatly installed.

16. UTILITIES: Airconditioners, electric, phone, water and cable must be underground.

17. EXTERIOR FINISH: The exterior of all houses and other structures must be completed by six (6) months from beginning of construction. All construction including landscaping must be completed within one year from beginning of construction.

18. FUTURE EASEMENTS: Additional easements along roads shall be granted as necessary for future utility service, road maintenance, paving, etc.

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

20. VEHICLE USE: No motorcycles or other externally mounted engine vehicles shall be permitted to ride along the roads of said subdivision, except for the entry and exit from the area. All such vehicles shall be properly numbered so as not to disturb the neighborhood.

21. 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.


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 charge 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.

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.

24. ROADS: Roads shall be constructed to meet all county specifications.

IN WITNESS WHEREOF, said owners have hereunto set their hands and seals this day of July 17th, 1998.

Signed, sealed and delivered
 in the presence of:

Robert C. Pop
 Witness
 Notary Public


DANCING BEAR PROPERTIES, INC.
 SEAL AFFIXED
 By: *Andrew L. Vorn*
 Andrew L. Vorn
 Robert C. Pop

For recording return to: **Acosta & Demaris, P.C.**, P.O. Box 33, Blakely, GA 30514
 STATE OF GEORGIA
 COUNTY OF UNION

DECLARATION OF RESTRICTIONS

The undersigned Owners of SORGHUM MILL Subdivision, by their presence hereby make, declare and impose upon referred 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 Lot 260 of Union County, Georgia, containing 45.350 acres, more or less, and being Tract 1, 2, 3 & 4 as shown on a plat of survey by Roebuck & Associates, Inc., dated July 15, 1996 and recorded in Union County Records in Plat Book 402, Page 285. 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 (3) acre in size, and all subdivisions must be approved by Union County.
3. TEMPORARY STRUCTURE: No structure of a temporary character shall be placed upon any portion of the property at any time, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
4. DWELLING TYPE: No mobile home, outbuildings, trailers, motor homes, double wide trailers, 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. DUMPS: No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.
6. DWELLING SIZE: All residences of any type, constructed on any lot shall have at least 1000 square feet of heated space on one level (first floor), excluding basement.
7. ESSEMENTS: 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.
8. ANIMALS: Household pets only, no animals, birds or fowl. Pets must be kept on owners property. When walking pets, they must be kept on a leash, animals' waste must be kept off the road and other peoples property.
9. DWELLING APPROVAL: All house plans, color of house and all out buildings must be approved by developer, until such time as developer does not own any lots in subdivision.
10. HORSES: Horses allowed on certain tracts, only one horse per 3 acre tract, provided that water, feed station, pasture and shelter are maintained to provide comfort for the horses. The pasture shall be maintained to keep all bare spots re-sown. Horses shall be kept in a fenced-in area no less than 20 feet from any spring or stream.
11. FENCES: No metal fences or barb wire fencing may be used on the property, all other fencing must be approved by the developer as long as he owns any lot in the subdivision.
12. METAL ROOFS: If metal roofs are used on any structure on any lot, such roof