

DECLARATION OF RESTRICTIONS, LIMITATIONS
AND COVENANTS RUNNING WITH THE LAND

WHEREAS, LARRY N. MADISON the holder of the legal title to the below listed subdivision known as MADISON'S POINT, said tract being located in the 9th District, 1st Section of Union County, Georgia, and being 31.54 acres in Land Lot 75 as shown on a plat of survey prepared by Lane S. Bishop & Associates. Said tract being recorded in the Office of the Clerk of Superior Court, Union County, Georgia, in Plat Book U page 44

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 owners, 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 persons owning lots in Notla Landing or claiming under them.

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 or tract by the Developer, no lot or tract shall be subdivided into another lot of less than one (1) acre each.
2. No mobile homes, double wide mobile homes, modular homes or any factory constructed homes shall be placed permanently or temporarily on any lot or subdivision road. (See Restriction #8).
3. All subdivision lots are for single family residential purposes only. Only one residence shall be erected on any one lot, provided however that the owner of any lot may erect an attached garage, outbuilding or guest house for use in connection with such residence. Rental of any guest house is prohibited, the occupancy thereof being limited to either guest or servants.
4. No lot shall be used for commercial activity or business.
5. Each single family residence shall be constructed with at least one thousand (1000) square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio and open porches.
6. All concrete blocks used in the construction of any home must be covered with either brick, stone or stucco.
7. 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 lot lines bordering adjoining property owners.

No building or any part thereof including garages and porches shall be erected on any lot closer than Seventy (70) feet to the 1785 foot elevation mark which is the TVA, Madison's Point property line.

8. When construction of any building is begun, work on the

outside must be completed within six (6) months from start thereof. No structure of a temporary character, camper trailer, motor home, basement, tent, garage, barn or other outbuildings shall be used on any lot at any time as a residence.

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

10. All utility lines (including electrical and telephone lines) shall be placed underground and no utility lines shall be placed overhead.

11. 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.

12. 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.

13. These covenants and restrictions shall be recorded in the deed records of Union County, Georgia, and shall run with said land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date of recording after which time, said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by a majority of the then owners of record of the land, agreeing to change said covenants and restrictions, in whole or part.

IN WITNESS WHEREOF, the Owner hereby sets his hand and affixes his seal, this 12th day of MAY, 1988.

Leddie J. Shoak
Witness

BY: Larry N. Madison
Larry N. Madison

[Signature] SEAL AFFIXED
Notary Public
Expires 7-30-91

UNION COUNTY, GEORGIA			
Filed	May 16th,	19	88
at	9:35 A	to	
Recorded	May 17th,	19	88
<u>Allen Conley</u>			C.S.C.