

*Glen Boock*  
C.E

This 21 day of September 19 75, D. L. MARTIN being owner of property to be known as Hickory Heights of plat of survey made by Jack Stanley and recorded in the office of the Clerk of Superior Court of Union County, Georgia in plat book F Page 65 by these present hereby make, declare and impose upon the described property the following conditions, restrictions, 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 to wit.

1. Land Use. No lots or tracts shall be used except for residential purposes.
2. No land shall be sold in lots or tracts which is less than .92 acre.
3. Temporary Structures. No structure of a temporary character, no mobile homes, no shacks, no outbuildings, no trailers, nor motor homes shall be used on any lot or tract at anytime as a residence.
4. Nuisance. No noxious or offensive activity shall be done there on which may be or may become a nuisance to neighbors.
5. Dumps. No part of said land shall at anytime be used as a garbage or trash dump, nor used or junk cars can be stored openly on premises. All cars shall have a current license plate.
6. Easements. All lot owners shall allow extensions of utility easements as such become available for water, sewage, electricity, and telephone to adjacent lots when necessary.
7. Signs. No signs of any type shall be displayed to public view on any portion of said land, except one professional sign of not more than 24 inches, one sign of not more than 30 inches adv. property for sale or rent, and also excepting any sign belonging to the undersigned.
8. Terms. These covenants and restrictions shall run with said land and shall be binding upon all parties and all persons claiming them for a period of 25 years from date which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then record owners of the land, agreeing to change said covenants in whole or in part.
9. Enforcement. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
10. Invalidation. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.
11. Dwelling size. All dwellings will be a minimum of 1,200 square feet, not including basements, carports, etc.

In witness whereof, said party of first part has hereunto set his hand and sealed the date first above written.

Signed, sealed, and delivered this 21 day of September 19 75

M. A. Whitley  
Witness

D. L. Martin (Seal)

Thomas Parris  
Notary Public