

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIONS

We, Leonard M. George, Garry D. George and Ronald E. Wildes, being the owners of property described in that certain plat of survey of Heritage Hills Subdivision by Roy A. Terrell, R.L.S., of North Georgia Surveyors, dated November 26, 1982, recorded in Plat Book J, Page 246, records of the Clerk of the Superior Court of Union County, Georgia, being a tract or parcel of land lying and being in Land Lot 208 of the 9th District, 1st Section of Union County, Georgia containing 54 acres of land, more or less, do by these presents hereby make, declare and impose upon the above described property the following conditions, restrictions, and limitations set forth on the attached Exhibit "A," consisting of two pages containing 21 covenants, which shall be and constitute covenants running with the land and which shall be binding upon them, their successors and assigns, as well as upon all persons claiming under them, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof.

In Witness Whereof, said owners have hereunto set their hands and seals this 4th day of June, 1983.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Notary Public, Georgia, Union County
My Commission Expires April 25, 1986

Leonard M. George

Garry D. George

Ronald E. Wildes

(SEAL)

(SEAL)

(SEAL)

HERITAGE HILLS
DEED RESTRICTIONS

X *Leonard M. George*
X *Harry George*
X *Ronald E. Wells*

- . Land Use : Lots will be used for single family residences only.
- . Subdivision : No lot may be further subdivided.
- . Temporary Structures : No structure of a temporary nature may 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.
- . Dwelling Type : No mobile home, manufactured home, outbuilding, trailer, motor home, or any other structure other than that designed for such shall be used as a residence on any portion of a lot.
- . Dwelling Size : All dwellings shall be a minimum size of 1200 square feet of heated living space, not including basements(finished or unfinished), porches, garages, carports, etc. When more than one story above ground is involved, the main floor shall be a minimum of 900 square feet of heated living space. To qualify as part of the 1200 square feet of heated living space, rooms must be totally above ground level.
- . Offsets : No house or other structure may be erected within 30 feet of a property line.
- . Exterior Finish : The exterior of all houses and other structures, site work, and landscaping shall be completed within one year after construction of same shall have commenced. Houses may not be temporarily or permanently occupied until the exterior thereof has been completed. The exterior finish shall be of a material and color that blends with the surroundings. Shingles must be wood shingles or fiberglass; however if they are fiberglass, they must be a dark color. Siding must be of wooden boards, timbers, natural colored brick, stone, and/or stucco. No masonite or aluminum siding is allowed. No cement block may be left exposed, but should be covered with brick or stucco.
- . Separate Structures : There may be only one residential structure per lot. In addition, any separate structures such as garages or guest quarters must be constructed and finished to match the design and finish of the residence. Guest quarters such as a separate guest house or garage apartment are allowed; however, such quarters are for temporary quest use only. Rental units are prohibited.
- . Other uses : No house or other structure may be used for office or business purposes, except that a private office may be maintained and used so long as such use is incidental to the primary residential use of the house.

Utility Lines : All power lines, telephone lines, cable TV lines, etc. shall be underground.

Trash Receptacles : All trash receptacles are to be enclosed so as not to be visible from other lots.

Trash : No trash, garbage, construction debris or other unsightly or offensive material may be allowed to accumulate or placed upon any portion of the property, except as temporary and incidental to the bona fide improvement of the property.

Dumps : No portion of the property may be used as a garbage or trash dump. No unused or junked cars may be kept on the property. All vehicles are to have a current license plate.

14. Signs : No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 30 inches by 30 inches advertising property for sale or a temporary builders sign. All signs shall be professionally lettered and neatly installed.
15. Animals : No animals other than common house pets shall be allowed on property, with the following exception: Lots of 5 acres or larger may be approved for raising of horses and/or cattle so long as the total number of livestock does not exceed three head.
16. 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. Said damage would include only that caused by irresponsible use and loading of said roads during adverse conditions.
17. Vehicle Noise : No motorcycles, dune buggies, go carts, or other externally mounted engined vehicles shall be permitted to ride along the streets of said subdivision except for the entry and exit from the areas by residents and guests. All such vehicles shall be properly mufflered and operated so as not to disturb other residents.
18. Maintenance of Lots : The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. All areas not in lawn shall be mowed or bushhogged annually to prevent weeds.
19. Terms : These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five years from date at which time said covenants shall automatically extend for a successive period of twenty-five years unless an agreement signed by a majority of the then recorded owners of the land agreeing to change said covenants in whole or in part is executed and recorded. These covenants may be changed at any time if all the then owners agree.
20. Enforcement : Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions and 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 covenant, restriction, or provision** shall not be deemed a waiver of the right to do so thereafter.
21. 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 invalidation shall not effect any other provision or the application of any other 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.

X *Leonard W. George*
X *John H. Hoge*
X *Ronald E. McElroy*