

*Return recorded documents to:
Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30514*

STATE OF GEORGIA
COUNTY OF UNION

**RESTRICTIONS & LIMITATIONS
MOUNTAIN LAKE OVERLOOK SUBDIVISION**

The undersigned Developer/Owner, being Kevin Green, by his presence hereby does make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations, by their signatures below, 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 215 of Union County, Georgia, containing 14.0 acres, more or less, as shown on a plat of survey by Lane S. Bishop & Associates, dated 4/11/01 and recorded in Union County records in Plat Book 49 page 31, and said plat is incorporated herein, by reference hereto, for a full and complete description of the above property.
Subject to that certain right of way easement reserved by grantor in the deed recorded in Deed Book 171 page 102 Union County records.

If the Owners of such lots or any of them, or their heirs, successors, or assigns shall violate any of the Restrictions & 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 Restrictions & Covenants and either to prevent him from so doing or to recover damages for such violations, or both.

NOW THEREFORE, the Developer/Owner hereby declares 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. 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 or double wide homes shall be placed permanently or temporarily on any lot or in the subdivision. Recreational vehicles may be parked upon the lot of an owner while the owner resides at a residence on the owner's specific lot. During the time said recreational vehicle is on the lot no persons are to stay or reside in the recreational vehicle. There are to be no modular or manufactured homes whatsoever placed permanently or temporarily on any lot.
3. All subdivision lots are for single family residential purposes only. Only one (1) 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.
4. No lot shall be used for commercial activity or business.
5. Each single family residence shall be constructed with at least Twelve Hundred (1200) square feet of heated living space, with Eight Hundred (800) square feet of heated living space on the main floor, excluding carport, garage or basement.
6. All concrete blocks used in the construction of any home must be covered with either paint, brick, stone or stucco.
7. No building or any part thereof including garages and porches shall be erected on any lot closer than ten (10) 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.
8. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets for the pleasure and use of the occupants but not for any commercial use or purpose.
9. All new utility lines (including electrical and telephone lines) shall be placed underground and no utility lines shall be placed overhead.
10. 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.

11. 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 lot owners. All lots are subject to easements for installation and maintenance of utilities.
12. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the rights to the roadway are reserved by the developers. All lots are conveyed to the centerline of the roads, notwithstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners to the rights of ways for roads as shown on the subdivision plat. Up and until Developer sells, transfers or conveys seventy-five percent (75%) of lots in the subdivision, Developer, in Developer's sole discretion, shall have the right to convey the road right of ways to Union County, Georgia, or to the Homeowner's Association.
13. No wrecked or unlicensed (untagged) motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored, enclosed in a building so as not to be subject to view by lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other waste shall be kept upon any lot except in closed, sanitary containers.
14. The Developer shall maintain the roads in the subdivision until seventy-five percent (75%) of the lots have been sold, at which time the lot owners may form an association to maintain the roads, excepting any damage done at the roads by a property owner in the construction of his home. Said property owner shall be responsible for said damage. Roads may not be extended across any lot for the purpose of gaining access to any property adjoining Choestoe Terrace Subdivision. Exception: Developer may access by road, property adjoining Choestoe Terrace Subdivision if there is a recorded easement or if the Developer owns the property being crossed to access adjoining property.
15. 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 said land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording after 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 owners of record of the land, agreeing to change said covenants and restrictions, in whole or in part.
16. 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 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.

17. 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.

IN WITNESS WHEREOF, said Owners have hereunto set their hands and seals this 12 day of May, 2003.

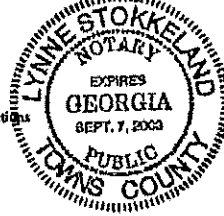
Signed, sealed and delivered
in the presence of:

Witness

Notary Public

my documents (Real Estate Restrictions/Mountain Lake Overlook Restrictions)

KEVIN GREEN - Developer



UNION COUNTY, GEORGIA

FILED & RECORDED JUNE 10
20 03 AT 8:00 A M.
RECORDED IN BOOK 471 PAGE 465-468

Cheryl Conley S.C.C.