

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIONS

This 26th day of April, 1983, TALL OAKS, INC., being the Owners of property described as follows:

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 8, containing 5 acres, more or less, and being Lot C-1, and more particularly described as follows:

BEGINNING at the intersection of the centerline of Truelove Road and the West right of way of County Road #32; thence following said centerline of Truelove Road E 799.9 feet to a point, this being the TRUE POINT OF BEGINNING; thence N 0° 52' East 30 feet; thence N 0° 52' East 961.9 feet to an iron pin; thence N 89° 39' West 240 feet to an iron pin; thence S 0° 51' West 865.8 feet to an iron pin; thence S 0° 51' East 30 feet to the centerline of Truelove Road; thence following said centerline of Truelove Road 2 courses and distances, S 67° 58' West 191.3 feet to a point, S 73° 06' West 34.4 feet to the TRUE POINT OF BEGINNING.

Also:

All that tract or parcel of land lying and being in the 10th District, 1st Section, Land Lot 8 of Union County, Georgia, and being Lots C-2 & C-3 of Truelove Estates property, Lot C-2 containing 5.32 acres, Lot C-3 containing 5.4 acres and more particularly described as follows:

BEGINNING at the Northwest corner of Land Lot 8; thence S 89° 39' East 347 feet to an iron pin and the TRUE POINT OF BEGINNING; thence S 89° 39' East 452 ft. to an iron pin; thence S 0° 52' West 961.9 feet to the centerline of Truelove Road; thence following the centerline of Truelove Road S 73° 06' West 479.6 feet to a point; thence N 0° 52' East 1102.6 feet to the TRUE POINT OF BEGINNING.

That said Owners, by these present hereby makes, declares and imposes upon referenced 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 hereof.

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, agreements (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 of such interest, whether or not it shall be so expressed in any such 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. All mobile homes placed on the property shall be a minimum of 14 feet wide and 56 feet overall length.
2. All mobile homes placed on the property shall be double blocked no more than 8 feet apart.
3. All mobile homes placed on the property shall have a minimum of four anchors 36 inches in length.

led and Recorded April 27, 1983

11:00 A. M.

C.B.C.

4. All mobile homes shall be set back at least 30 feet from all road right of ways.

5. All mobile homes, within thirty days after placing them on the property shall be underpinned with a compatible material.

6. All mobile homes placed on the property shall have a porch to each outside door, each porch to be a minimum size of five feet by 7 feet for front porches and 4 feet by 5 feet for back porches.

7. All lot owners must move all inoperable autos.

8. All mobile homes placed on the property must have a H.U.D. Label approvable.

9. All mobile homes placed on the property shall be no older than one year, when set upon property.

10. 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.

11. All owners shall maintain their lots in a clean condition, including cutting of grass, and bushes, and no lot shall be allowed to become over grown.

12. Enforcement: Enforcement of the covenants and restrictions contained herein and of any other provisions 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 or provision, 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.

13. Severability: Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provisions 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 provision or 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 the date first above written.

Signed, sealed and delivered
in the presence of:

TALL OAKS, INC.

Virginia G. Boerman
Witness

By:

R. John Boerman
Witness

Attested: