

STATE OF GEORGIA  
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

The undersigned Developer of GRAND OAKS Subdivision, by these presence hereby make, declare and impose 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 thereof, described as follows:

All that tract or parcel of land lying and being in the 9th District, 1st Section, Land Lot 231 of Union County, Georgia, containing 15.95 acres, more or less, and being more particularly described as follows:

BEGINNING at the land lot corners common to land lots 230, 231, 238 & 239; thence N 01° 08' 03" E 1,235.89 feet to a point on the top of the ridge; thence following the top of the ridge five (5) courses and distances, S 52° 52' E 124.80 feet, S 53° 15' E 234.51 feet, S 83° 23' E 193.23 feet, S 55° 38' E 196.44 feet, S 18° 16' E 198.45 feet to a rock; thence S 58° 45' W 62.35 feet to a post oak; thence S 01° 18' 34" W 669.90 feet to a rock; thence N 89° 40' 52" W 659.54 feet to the POINT OF BEGINNING.

NOW THEREFORE, Developer 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. LAND USE: All lots or tracts shall be used for single family residential purposes only, and no lot shall be used for commercial activity or business.

2. SUBDIVIDING: No lot, after being conveyed by the Developer, may be subdivided and all lots are for single family residential purposes only. Only one such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage for use in connection with such a residence, provided that it is constructed of the same material as the residence.

3. SCOPE OF COVENANTS: These covenants, and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

4. CONVEYANCE OF ROAD TO COUNTY: It is specifically understood and agreed by ownership of any lot in said subdivision that the lot's border runs to the center of the road, but the undersigned developers specifically reserve the right to deed said roadway to the county. Upon conveyance of said roadway to the county by the developers, that deed shall act to divest any and all lot owners of all rights and titles to the portion of their lot in said roadway. By purchasing any lot, buyers agree that these restrictions shall act as a quit-claim of all their right and title to any portion of their lot in the roadway, and further that they will sign any and all documents required by the county. Roads shall be constructed to meet county road specifications.

5. **UTILITY EASEMENT:** Developer, for the benefit of Developer and Developer's successors and assigns, reserves the absolute exclusive, continuing and non-exclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonably appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services: electricity, water, natural gas, sewer, telephone, video and other reasonable and ordinary utility purposes and uses. Provided that the exercise of these said reserved utility easements, shall be done in a manner that shall not unreasonably disrupt or delay the usual and ordinary uses of said common roadways and in a manner that will assure the prompt return of the condition of said affected area to its prior and usual serviceable and scenic state, condition and appearance. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision.

6. **DWELLING SIZE:** All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, or 1800 square feet on two floors, exclusive of any carport, garage, basement, deck, patio or open or closed screen porches.

7. **CONSTRUCTION:** When construction begins, work must be pursued diligently and exterior must be completed within six (6) months from start thereof and outside landscaping must be completed within one (1) year from the start thereof.

All Builders shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder or Homeowner shall be responsible for the following:

A. Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

B. Damage to roads or other common property.

C. All construction must meet the requirements of the Southern Building Code.

8. **DWELLING TYPE:** Only site built houses will be allowed on any lot. No mobile home, house trailer, travel trailer, or other similar facilities shall be constructed, maintained, placed or otherwise allowed to be situated on any portion of said lots if such facilities are occupied as living quarters, but it will be permissible to park a travel trailer, camper or motor home for a reasonable time.

9. **SITE DESIGN: Architectural and Site Design Guidelines:**

A. Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, block, siding, brick or stucco. Painting of block will not be considered coverage.

B. Primary residential roofing materials must be cedar shakes or shingles, fiberglass or asphalt shingles in colors and textures which complement the balance of the colors and materials selected for a unit. Roof pitches shall be 6 in 12 minimum unless approved otherwise.

C. Primary colors for siding, stucco and trim must be confined to tones which are compatible with the natural environment.

Site Design Guidelines:

A. Compressors for central air conditioning units must be sited in a location which will not cause a nuisance to neighbors or the use of active areas on site.

B. Play equipment must be located where it will have a minimum visual impact on adjacent properties.

C. All mail boxes shall be common design and shall be located as prescribed by the United States Postal Service.

D. No drainage ditches, cuts, swales, streams,



impoundments, ponds, or lakes; no mounds, knobs, dams or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer, whether on private property or common area. Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding homesites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. Fill shall not be deposited or removed without Developers permission.

E. Any homesite which shall have been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be installed no later than thirty (30) days following completion of any building with weather permitting.

10. ANIMALS: No animals, birds or fowl shall be kept or maintained on any part of 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. No animal shall be kept on any size lot for any commercial purpose.

11. LOT USE: No lot shall be used in whole or in part for any illegal activity nor for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any 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. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No junk cars will be permitted to be stored on any lot. The parking of trucks larger than one ton or busses will not be permitted.

12. DRIVEWAY: All driveways and means of ingress and egress to any lots in GRAND OAKS SUBDIVISION must be through the subdivision roads established by the Developer and dedicated to the County, and must be paved.

13. FENCES: Only wood fences will be allowed in the front, back and on the sides of the residences. No farm-type wire fences will be allowed.

14. UTILITIES: All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes.

15. WATER: County or city water will be provided to each lot. Water to higher elevation lots may require boosting. If a pump is installed to provide water to any lots, Developer will retain ownership and responsibility to the number of unsold lots remaining on this system, and each lot owner shall pay his pro-rated share of the upkeep and maintenance of the pump. When all lots utilizing the boosting system are sold those respective lot owners will assume full ownership and responsibility for the pump and boost system including maintenance and other costs.

16. SURVIVAL OF LIABILITY: The breach or non-performance of any obligations by parcel owners arising under these covenants shall give rise to personal liability (in addition to any lien rights that may thereby arise). Such liability shall survive the termination of ownership of a parcel. In the event of such liability, Developer shall be put to any election of remedies and any or all such remedies may be pursued and exercised or may be deferred or nonexercised in any manner, sequence or method deemed appropriate by the person or entity having the right to exercise such remedies.

17. SEVERABILITY: If any provision of these covenants is determined by a Court of competent jurisdiction to be invalid or unenforceable, then any such invalid provision shall be deemed to be severed from these covenants as though the same had never

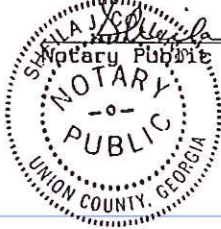
been included herein and in such case all remaining provisions of these covenants shall be and remain fully valid and enforceable.

18. TOPICS AND SUB-TOPICS: Topics and sub-topics have been inserted in these covenants for convenience only and they shall not be deemed to limit, add to, alter or preempt the terms and provisions of these covenants.

IN WITNESS WHEREOF, said Developer has hereunto set his hand and seal this 16<sup>th</sup> day of March, 1992.

Signed, sealed and delivered  
in the presence of:

Margaret C. Wintermute D. Wayne Griffith  
Witness D. WAYNE GRIFFITH-DEVELOPER



NOTARY PUBLIC, UNION COUNTY, GEORGIA  
MY COMMISSION EXPIRES JAN. 14, 1994

UNION COUNTY, GEORGIA	
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<u>Allen Conly</u>	C.S.C.