

DECLARATION OF RESTRICTIONS, LIMITATIONS
AND COVENANTS RUNNING WITH THE LAND

WHEREAS LANCE PROPERTY, INC., the holders of legal title to the below listed subdivision known as "Lance Crossing North", said tract being located in the 9th District, 1st Section of Union County, Georgia, and being 525 acres in Lots 4, 5, 6, 32, 33, 40, 41 as shown on plat of survey by Rochester and Associates, R.L.S. June 30, 1989. Said tract being recorded in the office of Clerk of Superior Court, Union County, Georgia, in Plat Book _____, Page _____.

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Lance Crossing North or claiming under them.

If the Owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the 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 covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidity of any of these covenants by judgement or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1. LAND USE - No lot or tract shall be used for any purpose other than residential living or farming. No active commercial business shall be allowed, except that private office in home shall be allowed. (See #19)
2. DWELLING TYPE - No house trailers, mobile homes, double wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot except for construction purposes during construction.
3. LOT USE - On any tract of over 5 acres and when not visible from main road or adjacent property, camping and or camping trailers shall be allowed as long as same are neat and in good condition. Exception to this shall be that no camping shall be allowed on Lots A thru G.
4. BUILDING SIZE - On tracts over 5 acres, a minimum building size shall not be necessary so long as said structure is completed on the outside within 1 year of commencement of construction, complete with all landscaping. On tracts under 5 acres minimum building size shall be 700 square feet of heated living space.
5. SUBDIVISION OF LOTS - No lot shall be subdivided into less than 3/4 acre.
6. OUTBUILDINGS - Any outbuilding constructed shall be neat in appearance, constructed with quality material, and all metal roofs shall be painted to be complimentary with roof of dwelling.
7. ANIMALS - No animals, birds, or fowl shall be kept or maintained on any part of the 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. Also, horses and cows may be kept provided water, feed stations, pasture and shelter are maintained to provide comfort for the animals. The pasture shall be maintained to keep all bare spots resown. Fences must be kept a minimum of 10 feet from any spring or top of stream bank. NOTE: None of the above animals shall be kept for any commercial use or purpose.
8. BUILDING LINES - No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty(20) 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 single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.

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9. **EXTERIOR FINISH** - Exterior finish must be of permanent type such as brick, veneer, masonite, wood siding, log house, and other architecturally compatible dwelling types. The exterior finish on the siding shall be material and color that blends with the surroundings. No buildings may be constructed of concrete or other block, unless stuccoed, nor shall it have a tin roof. It is the intent and purpose of this restriction to insure that all dwellings shall be of "quality" workmanship and materials. All house and outbuilding plans or drawings must be submitted for approval by the Developers - located at RE/MAX Enotah Realty, US Hwy 76 Bypass, Blairsville, Ga. 30512 or to the Home Owners' Association, if and when one is founded. All decisions on all plans shall be made within one week from being submitted. All structures must be underpinned. All foundations or underpinning shall be finished with paint, brick, stuccoe, stone or other suitable finish.
10. **SIGNS** - No signs of any type shall be displayed to public view on any portion of said property except one sign advertising the property for sale, or a temporary builder sign. Said sign shall not be any larger than 36" X 36". An exception shall be that the owner, developer of said property shall be allowed larger "For Sale" signs for the initial sale of the property. All such signs shall be professionally lettered and neatly installed.
11. **ROADS** - The main road, Highland Trace, will be dedicated to the county. Said road shall be maintained by Developer a minimum of 2 years. All other roads shall be the responsibility of adjacent property owners. (Copy of County Letter of Acceptance on file).
12. **UTILITY EXTENSIONS** - 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 the Lot Owners.

13. ROADS cont. - No party, except Lance Crossing Developers, shall be allowed to construct any new roads across any tract or lot for the purpose of connecting this property with any adjacent property outside of the Lance Crossing Development.

14. JUNK CARS, etc. - 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 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. Also, no automobiles, trucks, or other motor vehicles without a current year's license tag may be placed on the property. All vehicles parked on property must be in running order.

15. SATELLITE DISHES - All satellite dishes are to be installed as inconspicuously as possible and shall be of wire mesh construction either dark brown or black in color.

16. CLOTHES LINES - Any clothes lines shall be erected so as not to be visible from the road.

17. SEPTIC PERMIT - Before construction may begin, the lot owner must contact the Union County Health Department to get approval of the location of construction.

18. DEVELOPER - Developer has the right prior to sale, to resubdivide any portion of said property as long as said alterations do not adversely affect any adjacent property owners.

19. COMMERCIAL PROPERTY - Property designated as commercial on survey plat along U.S. 19/129 shall not be a part of these restrictions.

20. TRACTS I & K - If tracts I & K are sold without being subdivided, only the following restrictions will apply:

1. 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, 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 the Lot Owners.

2. No commercial swine or chicken operations will be permitted on these tracts.

3. 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 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 the surrounding property. Also, no automobiles, trucks, or other motor vehicles without a current year's license tag may be placed on the property. All vehicles parked on property must be in running order.

21. TRACT A - There shall be a reserved 20'x 20' location on the SW corner of Tract A for a Lance Crossing sign.

22. These covenants and restrictions shall run with said land and shall be binding upon all portions and persons claiming them for a period of 5 years from the date of recording. At which time, said covenants and restrictions may be changed by a majority of the recorded owners of the land by signing and recording those changes. The covenants and restrictions may be changed by the majority of the recorded owners of the land at the end of each successive 5 year period. The covenants and restriction may sooner be changed at anytime if the majority of the recorded owners of the land agree.

IN WITNESS WHEREOF, the Owner hereby sets its hand and affixes its seal, this ____ day of _____, 1991.

Witness

Lamar Paris/President Lance Prop. Inc.

Notary

Jim McAfee/Secretary Lance Prop. Inc.