

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS

This 15th day of Aug, 2001, COLWELL COVE LAKESIDE ESTATES, LLC undersigned Owner and Developer of Lots 1 through 27 of COLWELL COVE LAKESIDE ESTATES, by these presence hereby make, declare and impose upon referenced parts of described property the following conditions, restrictions and limitations which shall run 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 226 of Union County, Georgia, containing 30.139 acres, more or less, as shown on a plat of survey by Trenton D. Turk, Registered Surveyor, dated January 16, 1998, and recorded in Union County Records in Plat Book 40, Page 85. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property. Subject to a 100' foot right-of-way as shown on plat of survey.

NOW THEREFORE, Owner and 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 and easements 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. No lot may be subdivided. Only one residence per lot.

2. **ARCHITECTURE:** All residences must be custom built on site. No mobile home, trailer, tent, camper, motor home, double wide trailer, concrete block house or relocated older home or any other similar structure shall be used on any lot for a residence.

Smooth vinyl and aluminum siding are not permitted, however, vinyl or aluminum siding with a wood grain texture is permitted. All exterior colors shall be light earthtone or subdued natural colors except for decorative trim. Any accessory building must be finished with the same materials as the primary residence or with wood, stone or brick siding. No metal-sided or fiberglass-sided buildings or metal storage sheds are permitted. The exterior of all houses and other structures must be completed by one (1) year from beginning of construction.

Roofs shall be constructed of concrete tile, wood shake, metal or high quality fiberglass/asphalt shingles. No rolled roofing is permitted.

3. **DWELLING SIZE:** Residences shall have at least 1,200 square feet of heated space, not including basements.

4. **DWELLING SETBACK:** All structures must be setback a minimum of 15' from all side and rear lot property lines and 25 feet from all roadway easements.

5. **OCCUPANCY:** No residence being erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed.

6. **TEMPORARY STRUCTURE:** No structure of a temporary character shall be placed upon any portion of a lot at any time, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling. Contractor shelters shall not be used for overnight habitation.

7. **EASEMENTS:** All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity, cable and telephone to adjacent lots, provided all grounds are returned to their original condition. All lots subject to subdivision easements.

8. **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 lot owner shall be the responsibility of said lot owner to repair.

9. **ROADS:** Upon the sale by the Developer of 75% of all lots of the subdivision, it shall be the duty of the subsequent lot owners to maintain all roads within the subdivision. All costs of the road maintenance and upkeep shall be paid by the lot owners and shall be on an equal basis per lot owned. This restriction does not apply to roadways conveyed to Union County.

10. **COMMON AREAS & ENTRANCE GATES:** Upon the sale by the Developer of 75% of all lots of the subdivision, it shall be the duty of the subsequent lot owners to maintain all common areas and entrance gates. All costs shall be paid by the lot owners on an equal basis per lot owned.

11. **NUISANCE:** No lot shall be used in whole or in part for the storage of rubbish, garbage or trash of any character whatsoever, nor 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, or adversely affect the quality of the water retained or discharged from the subdivision.

No inoperative, unused or junked motor vehicles, boats or trailers can be stored openly on premises. All vehicles and boats shall have a current license plate and registration.

12. **SIGNS:** No signs of any character shall be displayed or placed upon any part of a lot except "For Sale" signs, referring only to the premises on which displayed and not to exceed four square feet in size per side and one sign to a lot, or one home occupational sign not exceeding four square feet in size per side describing the name of business and type of profession.

During home construction only, builders and subcontractors may display one sign each not exceeding sixteen (16) square feet in size per side.

13. **PETS:** No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

14. **ENFORCEMENT:** 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 charge 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.

15. **RESTRICTIONS REVISIONS/AMENDMENTS:** These restrictions may be revised and/or amended with written approval of a minimum of 75% of the lot owners. Any revisions/amendments must be filed with the Clerk of the Court of Union County, Georgia and a copy sent to all lot owners.

16. 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 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 owner has hereunto set his hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Sarah Rudd
Witness
[Signature]


COLLELL COVE LAKESIDE ESTATES, LLC

BY: [Signature]

