

DECLARATION OF RESTRICTIONS, LIMITATIONS AND
COVENANTS RUNNING WITH THE LAND

WHEREAS, JAMES A. BRACKETT, JR.; ROBERT L. HEAD, JR.; JAMES P. MCAFEE; and W. C. NELSON, JR., the holders of the legal title to the below listed subdivision known as "EAGLE BEND", said tract being located in the 9th District, 1st Section of Union County, Georgia, and being 105 acres in Land Lots 210 and 223 as shown on plat of survey prepared by William F. Rolader, R.L.S., July, 1988. Said tract being recorded in the office of the Clerk of Superior Court, Union County, Georgia, in Plat Book 11, Page 77

Plat book 10 page 162
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 Eagle Bend 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. Invalidation of any of these covenants by judgment or otherwise shall in no wise affect any of the provisions which shall remain in full force and effect.

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. All subdivision lots are for single family residential purpose only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile homes, double wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot at any time except for construction purposes during the construction period. (See Restriction #4).
4. When the construction of any building if once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or trailer during the period of actual construction of any residential structure of such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction.
5. Each single family residence shall be constructed with at least twelve hundred (1,200) square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio, and open porches.
6. No lot shall be used for commercial activity or business.
7. 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 but not for any commercial use or purpose.

8. 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. Also, no automobiles, trucks, or other motor vehicles without a current years license tag may be placed on the property.

9. 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 a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.

10. 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 a 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 "quality" workmanship and materials.

11. No motorcycles or other externally mounted engineered vehicle shall be permitted in the development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

12. 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.

13. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

X 14. The developer shall maintain all roads until such time as the number of individual lot owners exceeds the numbers of unsold lots. At that time, it will become the responsibility of the owners to form a Homeowners Association and set the requirements for future road maintenance.

15. It is explicitly understood by the lot owners; that damage to the subdivision roads caused directly by ongoing construction; of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.

16. All utility lines (including electrical, telephone, and cable TV lines) shall be placed underground and no utility lines shall be placed overhead.

17. 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.

18. All waterfront lots are conveyed to the 1780 contour of Lake Nottely.

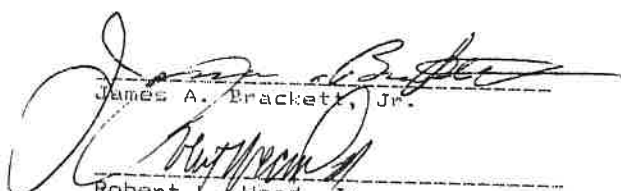
X 19. The main entrance to Eagle Bend is Talon Trace. No new roads shall be built across any lot for the purpose of connecting with the interior roads of Eagle Bend.


20. All satellite dishes are to be installed in the back yard and to be as inconspicuous as possible.

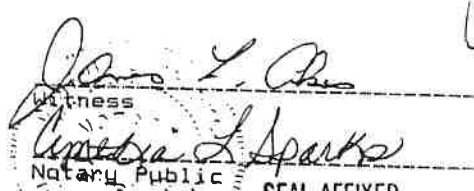
21. Before construction may begin, the lot owner must contact Union County Health Department to get approval of the location of construction.

22. These covenants and restrictions shall run with said land and shall be binding upon all portions and all persons claiming them for a period of twenty-five (25) years from date at which time said covenants shall be automatically extended for a successive ten (10) years unless an instrument signed by a majority of the ;then recorded owners of the land agree to change said covenants in whole or in part is executed and recorded. These covenants may sooner be changed at anytime if all of the then owners agree.

IN WITNESS WHEREOF, the Owner hereby sets its hand and affixes its seal, this 9th day of August, 1988.


James A. Brackett, Jr.

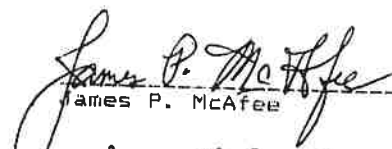

Robert L. Head, Jr.



Witness

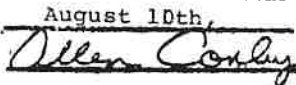
Notary Public

SEAL AFFIXED

My Commission Expires: 2/18/92


James P. McAfee


W. C. Nelson, Jr.

GEORGIA UNION COUNTY
CLERK'S OFFICE: SUPERIOR COURT
FILED FOR RECORD AT 2:10 O'CLOCK P M
August 10th, 1988
RECORDED IN BOOK 162 FOLIO 299-301
August 10th, 1988

CLERK