

After recording, return to
Cary D. Cox, PC
P. O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF RESTRICTIONS, LIMITATIONS
AND COVENANTS RUNNING WITH THE LAND**

WHEREAS, PBK, INC., the holder of the legal title to the below listed subdivision known as "LOFTIS MOUNTAIN" Subdivision, Land Lot 191, 9th District, 1st Section, Union County, Georgia and being more particularly described as:

All that tract or parcel of land lying and being in Land Lot 191, 9th District, 1st Section of Union County, Georgia being Lots One (1) through Thirty-two (32) per that certain plat for PBK, Inc. dated May 20, 2003, last revised January 14, 2004, and recorded in Plat Book 53 Page 232 Union County, Georgia records, incorporated herein by reference and made a part hereof.

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 herein after set out are to run with the land and shall be binding upon all parties and persons owning lots in LOFTIS MOUNTAIN Subdivision 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 herein after 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 the equity against any person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in otherwise 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.
2. Only site built homes will be allowed on any lot. No mobile homes, motor homes, manufactured homes or relocated homes shall be placed permanently or temporarily on any lot or subdivision road. No structure such as a camper trailer, motor home, basement, tent, garage, barn, or other building shall be used on any lot at anytime as a permanent or temporary residence.
3. All lots are for single-family residential purposes only. Only one residence shall be erected on a lot. However, the owner of such lot may erect an attached garage, or an outbuilding as long as the structure is fashioned in appearance and likeness to the design of the main residence and approved by the architectural review board. All garages and out buildings will be enclosed completely.

4. No lot shall be used for commercial activity or business.
5. Before construction of any residence is started all plans must be submitted to the architectural review board. Architectural review will be based on preceding restrictions, overall aesthetics, and acclamation to overall community. An application for review will be available from the developer.
6. Each residence will be constructed with at least 1700 square feet of heated living space, excluding carport, garage, or basement. If the house has more than one story, the first floor must contain at least 1500 square feet of heated living space, with the total house containing no less than 1700 square feet, excluding carport, garage, or basement. Also, no residence shall have more than two (2) stories of heated, livable area, excluding basements.
7. No building or any part of a building shall be erected on any lot closer than ten (10) feet to the road right of way or closer than ten (10) feet to either side lot line. When two or more lots are acquired as a single building site, the lot lines shall refer to lot lines that border adjoining property owners.
8. When construction of any building is started, work on the outside must be completed within eight (8) months from the start. Outside landscaping must be completed within one (1) year from the start thereof. Completed landscaping means, that all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be exposed except during construction.
9. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be hard surfaced from the garage to the road before the home is occupied.
10. All building exteriors, including foundations, must be completely covered by stucco, stone, brick, wood, or wood like materials. Wood and wood like materials must be painted earth tones. No log or log siding may be used. Roofing materials must be slate, cedar shakes, or architectural shingles. No white, light, or bright colored roofing shall be allowed. All roofs shall have a minimum pitch of 8/12 excluding porches.
11. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers or other persons or parties involved in construction or alteration of a home site. In this regard, homeowner shall be responsible for ensuring:
 - A. That the construction site is kept clean and free of debris and waste material.
 - B. That stockpiles of unused materials are kept in a neat and orderly fashion.
 - C. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
 - D. That no lot clearing debris or waste material is disposed of by burning or burying on any lot. Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.
12. Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner.

13. No motorcycles, four wheelers, dirt bikes, or other vehicles with external engines shall be ridden along subdivision streets except as may be necessary to enter or exit the subdivision. All such vehicles in used on any lot shall be muffled so as not to disturb the neighborhood.
14. No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot. Exception: Dogs, cats, or other household pets are permitted provided they are on a leash at all times while outside and shall not be allowed to run loose through subdivision. No outside housing for pets shall be allowed.
15. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water, and cable television) or any wire or pipe shall be installed and maintained underground.
16. Mail receptacles must be constructed with similar material as used on the exterior of the main residence and approved by the developer.
17. Exposed antennas and satellite dishes must not be visible from any subdivision street. All satellite dishes should be dark in color and no larger than twenty-four (24) inches in diameter.
18. No barbwire or chain link fencing shall be allowed. Fences made of wood, brick, or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in ground pool.
19. No commercial signs shall be erected or maintained on any lot or subdivision road. Exceptions: lot owners, real estate brokers, or the developer may place one sign no larger than twenty-four (24) inches by twenty-four (24) inches on any lot to advertise its sale or rent upon approval of the developer.
20. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part 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. No substance, thing, or material shall be kept on any lot that will emit a foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
21. No wrecked or untagged motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept, stored, or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads. No trash, garbage, rubbish, or other waste shall be kept on any lot except in closed sanitary containers.
22. 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 there by the developer on any of their agents or servants are hereby waived by lot owners. All lots are subject to th easements for installation and maintenance of utilities.

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23. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the rights to the roadway are reserved by the Developer. All lots are conveyed to the centerline of the roads notwithstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners to the rights of ways for roads as shown on the subdivision plat. Developer, at his sole discretion, shall have the right to convey the road right of ways to Union County, A Political Subdivision of the State of Georgia or to a Homeowners' Association.

24. The developer shall maintain the roads in the subdivision until fifty percent (50%) of the lots have been sold. After this time the developer may continue maintaining the roads, developer may convey road right of ways to Union County, A Political Subdivision of the State of Georgia, or lot owners may form an association to maintain said roads, excepting any damage done to the roads by a property owner in the construction of his home. Said property owner shall be responsible for any damage. Roads may not be extended across any lot for the purpose of gaining access to any property adjoining LOFTIS MOUNTAIN Subdivision. Exception: The Developer may access by road, property adjoining LOFTIS MOUNTAIN Subdivision if there is a recorded easement or if the Developer owns the property being crossed to access adjoining property.

25. Each lot owner shall pay One Hundred Fifty (\$150.00) Dollars per year for the upkeep of roads and road right of ways to be paid to the developer or to the homeowners association, when and if formed. Each lot owner will be responsible for maintaining and mowing their own lot. Open land must be mowed no less than once a month during the spring and summer.

26. These covenants and restrictions shall be recorded in the deed records of Union County, Georgia and shall run with said land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land agree to change said covenants and restrictions, in whole or part. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary.

IN WITNESS WHEREOF, the owners hereby affix their hands and seal this 30 day of December, 2003.

PBK, INC.

Lynne Stokkeland
Witness

By: Ch. Kern

Sworn to and subscribed before me this
30 day of December, 2003.

Debra Ralston
Notary Public



Seal Affixed