

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIONS

This 11th day of September, 1986, HADLEY McCLURE, being the Owner of the following described property:

All that tract or parcel of land lying and being in the 8th District, 1st Section, Land Lot 97 of Union County, Georgia, containing 60.98 acres, more or less, and being more particularly described as follows:

BEGINNING at the land lot corners common to land lots 96/97/120/121; thence N 01° 53' 33" West 252.76 feet to the TRUE POINT OF BEGINNING; thence N 77° 17' West 46.86 feet to the centerline of an old road; thence following the centerline of the old road 9 courses and distances, S 31° 50' West 164.07 feet, S 26° 39' 53" West 129.56 feet, S 88° 23' 42" West 195.46 feet, S 89° 06' 12" West 127.14 feet, S 50° 00' 21" West 96.25 feet, S 69° 55' 56" West 67.20 feet, S 51° 01' 21" West 118.76 feet, N 73° 38' 33" West 59.29 feet, N 28° 40' 09" West 116.28 feet; thence N 73° 54' 33" West 131.92 feet to a rock; thence N 89° 14' West 481.46 feet to an iron pin; thence N 00° 09' 56" East 1,525.60 feet to an iron pin on the South right of way of County Road 226; thence following the South right of way of County Road 226 eleven (11) courses and distances, N 68° 46' East 93.14 feet, N 66° 12' 33" East 103.19 feet, N 62° 02' East 99 feet, N 58° 41' 17" East 503.19 feet, N 63° 45' 48" East 87.69 feet, N 68° 47' East 101.27 feet, N 73° 56' 32" East 102.40 feet, N 80° 15' 55" East 104.80 feet, N 87° 27' 20" East 95.73 feet, S 86° 04' 16" East 69.22 feet, S 86° 04' 14" East 40.45 feet to the centerline of a branch; thence following the centerline of the branch 2 courses and distances, S 30° 35' 10" East 139.68 feet, S 25° 13' 03" East 137.10 feet; thence S 01° 53' 33" East 1,533.43 feet to the TRUE POINT OF BEGINNING.

That said Owner, by these presence hereby makes, declares and imposes 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 hereof.

NOW, THEREFORE, Owner 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, agreements (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 of such interest, whether or not it shall be so expressed in any such 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. Dwelling Type: No mobile home, outbuildings, trailers, motor homes, double side trailers, concrete block houses or relocated older homes or any other similiar structure shall be used on any tract for a residence other than a temporary basis.

2. Dumps: No part of said land shall at any time be used as a garbage or trash dump. No unused or junked cars can be stored openly on premises. All vehicles shall have a current license plate.

Enforcement: Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said

Filed and Recorded September 26th, 1986 at 2:30 P.M.

Allen Conley
c.s.c.

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.

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.

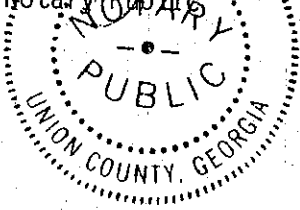
IN WITNESS WHEREOF, said owner has hereunto set his hand and seal the date first above written.

Signed, sealed and delivered in the presence of:

Victoria A. Boemans
Witness

Hadley McClure
HADLEY MCCLURE

Victoria A. Boemans
Notary Public



NOTARY PUBLIC, GEORGIA, STATE AT LARGE
MY COMMISSION EXPIRES SEPT. 7, 1988

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