

STATE OF GEORGIA  
COUNTY OF UNION

RESERVATIONS AND RESTRICTIVE COVENANTS  
"THE MOUNTAIN"

KNOW ALL MEN BY THESE PRESENTS:

The undersigned is the Owner and Developer of the property shown on the attached Exhibit "A" which is incorporated herein by reference.

The reservations and restrictive covenants hereafter set out are to run with the land and shall be binding upon all parties and persons owning lots in "The Mountain" or claiming under them.

It shall not be the intent of the Owner-Developer to impose a uniform appearance within "The Mountain", not to discourage creativity on behalf of Builders and Homeowners. Its intent is to promote and assure that all improvements are compatible with each other; and, are constructed to reflect the quality and permanence of an environmentally sensitive and aesthetically coordinated community.

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 doing so or to recover damages for such violations, or both.

Invalidation of any of these covenants by judgment or otherwise shall in no way affect any of the provisions which shall remain in full force and effect.

1.

Lots shall be only for residential purposes. No building shall be erected or allowed to remain on any lot, other than single family dwelling and a carport or a private garage.

2.

The dwelling on any lot shall have a minimum of 1,200 square feet of heated living space on one floor, or 1,800 square feet on two floors, exclusive of any carport, garage, basement, deck, patio, or open or closed screen porches. All dwellings shall be of good quality material and workmanship. No mobile or modular double wide homes will be permitted.

3.

No structure of a temporary character, trailer, modular, RV vehicles, basement, tent, garage, barn or other out buildings shall be put on any lot at any time as a residence, either temporary or permanent.

4.

No building shall be constructed within thirty (30) feet of one front lot line nor ten (10) feet to side lot lines or rear lot lines. The developer may in its discretion grant variances or exemptions for the required distances from the respective lot lines upon written request of owner of the lot, if the design of the dwelling house or the topography of the lot makes such exemptions or variance desirable.

5.

All telephone, electric or other wire of any kind shall be installed underground.

6.

When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. The exterior shall be completed within nine (9) months.

7.

No lot can be subdivided.

8.

A septic tank as prescribed by the state health department and approved by the Union County Health Department, together with a drainfield shall be installed on each approved lot. Owner must request and receive approval from the Union County Health Department before construction starts.

9.

The right to inspect any construction, alterations or use of these lots is reserved by the seller, and if violations of the covenants exist, the seller shall require the buyer to conform to these covenants.

10.

No sign of any kind shall be displayed to the public view except a professional sign, or a resident name sign, of not more than one (1) square foot in area or a sign of not more than five (5) square feet in area advertising the property for sale or rent.

11.

Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12.

No lot shall be used as a dumping ground for rubbish. All trash and other wastes shall be kept in sanitary containers.

13.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that usual household pets may be kept, provided they are not involved in the commercial purpose and they do not constitute a nuisance.

14.

The covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date they are recorded, after which time said covenants shall be automatically extended for a period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15.

Drainage swales shall not be installed, altered or interfered with in any way without prior written approval of the Developer.

16.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney fees.

17.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

FOR AND IN CONSIDERATION OF THE PREMISES and the benefits flowing to owner and parcel owners under the provisions and operation of these covenants and in witness thereof, Owner has hereunto set his hand and seal this 16 day of January, 1996.

Signed, sealed and delivered before me this 16 day of January, 1996.

*[Signature]*

WITNESS

*[Signature]*  
NOTARY PUBLIC

*[Signature]*  
ALLAN JARVIS  
Owner/Developer



242/56

Exhibit "A"

All that tract or parcel of land lying and being in Land Lots 305 and 306, 9th District, 1st Section of Union County, Georgia, The Mountain Phase III as shown on a plat of survey by Rochester & Associates, Inc., RS #1534, dated 3/1/95, as recorded in Plat Book 35 page 29 Union County records. The description on said plat is incorporated herein by reference thereto for a full and complete description of the property hereby conveyed.

The property is subject to the restrictions of record as recorded in Deed Book 242 pages 54-57 Union County records.

The property is subject to the power line easement granted to Blue Ridge Mountain EMC and the water line easement. The property is subject to the road easement as shown on said plat.

UNION COUNTY, GEORGIA	
Filed	January 16th 19 96
at 1:20 P. M.	
Recorded	January 16th 19 96
<i>Allen B. ...</i>	
C.S.C.	

LS/ene