

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF RESTRICTIONS is made this ____ day of October, 1993, by EDDIE J. SMITH and STEVE MOORE, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real estate that was conveyed to them by Warranty Deed from Joyce H. Fowler dated September 6, 1988 and recorded in Deed book 290 at Page 1 et seq., and for a complete description of the property covered hereby, please find attached hereto a copy of a survey prepared by Allen Dale Hall, GRLS No. 2609, of North Georgia Surveying, dated 7-12-93, being entitled "Boundary Survey of Russell Hill Estate (Phase 2)" a copy of said plat being recorded in the office of the Clerk of the Superior Court of Gordon County, Georgia, in Plat Book 28, Page 190, to which said plat and the record thereof reference is hereby made for a full and complete description of the land subject to these covenants.

WHEREAS, Declarant intends to sell the above-described property restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners;

NOW, THEREFORE, Declarant declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below expressly and exclusively for the use and benefit of the property of each and every person or entity who now or in the future owns any portion or portions of the real property.

1. Land Use and Building Type - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one single family dwelling, and the following accessory buildings: a private garage and a shed, which structures must be of the same and similar exterior facade as the dwelling of the family.

The total length of the dwelling structure on its longest side shall be a minimum of fifty-four (54') feet under roof, measuring from end of roof to end of roof, to include porches, carports, or garage.

No roof shall be constructed on the main dwelling structure excluding porches and/or decks, of less than 6/12 pitch.

2. Dwelling Size - No dwelling shall be erected on any lot that shall contain not less than 1500 square feet exclusive of any open porches and garages, which is to say that only heated space will be counted toward this total square footage requirement.

3. No Trailers or Mobile Homes with or without wheels shall be placed on any lot either on a temporary or permanent basis.

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4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become any annoyance or nuisance to the neighborhood. It is expressly understood that this includes the placing or abandonment of junk motor vehicles of all types and kinds on any portion of said lot or the allowance of any accumulation of junk and debris to occur.

5. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. The exterior of any dwelling built on the above described property must be completed of within one (1) year from the date a building permit therefore is obtained from the Gordon County Building Inspector's Office. Further, all disturbed ground and the surrounding yard for any such structure shall be finished and landscaped no later than one (1) year from the date such building permit is obtained from said office.

6. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded. After the expiration of said twenty (20) year period, these covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then current owners of the lot sign and record an instrument revoking or altering these covenants in whole or in part.

7. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the day and year first above written.