

DECLARATION OF RESTRICTIVE COVENANTS
 BY JIMMY W. BLALOCK AND W. DEE GARLAND
 DATED DECEMBER 19, 1985

1. The lands upon which the following Restrictive Covenants shall apply are described as all the lands situated in part of Land Lots 20, 21, 22 and 23 of the Fifth Land District of Rabun County, Georgia, more fully described in deed of conveyance from C. Peter Lampros and Janey Lovell Lampros to Jimmy W. Blalock and W. Dee Garland dated the 3rd day of September, 1981 and recorded in the Office of the Clerk of Superior Court of Rabun County, Georgia in Deed Book A-5, Pages 659 et. seq., and pertain only to those lots 1 through 31, Woodland Hills Part II, as shown on that plat of survey recorded in Plat Book 18, Page 8, Rabun County Records, LESS AND EXCEPT herefrom the following parcels of land contained within said boundary:

EXCEPTION A: Lands described in deed from Jimmy W. Blalock and W. Dee Garland to Randall Clay Bennett, recorded in the Rabun County, Georgia Deed Records in Deed Book D-9, Page 56.

EXCEPTION B: Lands described in deed from Jimmy W. Blalock and W. Dee Garland to Crawford Grice recorded in said Deed Records in Deed Book D-9, Page 330.

EXCEPTION C: Lands described in deed from Jimmy W. Blalock and W. Dee Garland to J. Wayne Whitter and Sylvia R. Whitter recorded in said Deed Records in Deed Book Z-8, Page 376.

EXCEPTION D: Exception D lands described in deed from Jimmy W. Blalock and W. Dee Garland to Mr. and Mrs. St. Pierre recorded in Deed Records in Deed Book C-9, Page 640.

EXCEPTION E: Lands described in Deed from Jimmy W. Blalock and W. Dee Garland to Dr. C. P. Lampros and Janey Lovell Lampros recorded in Deed Book J-9, Page 475.

EXCEPTION F: These descriptions of Restrictive Covenants are subject to Security Deed from Jimmy W. Blalock and W. Dee Garland to Bank of Clayton, recorded in Deed Book D-8, Page 620, and shall apply to each parcel at the time a release is obtained from said Security Deed.

2. No trailers or mobile homes shall be placed or constructed or used in construction on any lot on said property.

3. All lots shall be used for single family residential purposes only. No lot shall be used for commercial or business purposes and no commercial or business use buildings shall be constructed or placed upon any lot. No animals for commercial purposes or farming purposes shall be kept or placed on any lot.

4. No more than one residence or dwelling house shall be constructed on any lot and no residence or dwelling house shall be constructed on any lot measuring less than one acre, and this restriction shall apply to any lot hereafter sold measuring less than one acre. No lot hereafter sold shall be subdivided or re-subdivided to constitute a house site measuring less than one acre. It is understood, however, that Lot 22 is presently .85 acres and shall be exempt to the extent and only to the extent that it is .85 acres as shown on the above-referenced plat.

5. No main residence or dwelling house on any lot shall contain less than 1200 square feet of enclosed living area and shall not be placed or constructed closer than 30 feet from any adjacent property line; and the utility building shall not be placed or erected closer than 10 feet from the adjacent property line. All buildings placed on a lot must be completed on the exterior within 12 months from the beginning date of the construction, time being of the essence.

6. All garbage and trash must be removed from each lot at least once weekly and containers of such garbage or trash concealed so

that they are not visible from the adjacent property or roads.

7. No disabled vehicles or appliances shall be allowed to remain on any lot.

8. All fuel tanks, garbage receptacles or similar storage receptacles shall be suitably framed or shielded from view.

9. All roads shall be considered green belts and it shall be the responsibility of each lot owner to provide adequate parking space for automobiles on his lot in order to prevent parking on the common roadways.

10. No business establishment is to be build nor any commercial operation conducted on any of the tracts.

11. No lots shall be sold or divided into less than one (1) acre tracts except Lot 22 which is currently under 1.0 acre.

12. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage, carport or other place where such condition is visible from any street.

13. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary from the construction in which same is to be used.

14. No farm animals, chicken houses or hog lots shall be operated or permitted on the property.

15. Only those animals commonly defined as domestic pets (i.e. dogs and cats) are allowed with the provision that such pets shall be either fenced, leash-controlled by their owners or trained so that they will not molest any person or any other animal and not cause a nuisance to other lot owners.

16. No noxious activity or offensive trade shall be permitted by any lot owners which shall constitute a nuisance or deprive other lot owners from the peaceful enjoyment of their property.

17. Jimmy W. Blalock and W. Dee Garland hereby reserve the right and easements to install and construct all utilities deemed necessary by them for the installation, maintenance, and operation of electricity, telephone and water lines and streets or roads, and the easement for drainage of water on and from such roads is hereby reserved by Jimmy W. Blalock and W. Dee Garland within an area measuring 5 feet within the outside property line of each lot.

18. Each lot owner and their successor and assigns is hereby given an easement for ingress and egress to such lot over any street or road adjoining such lot to and from the public road by the nearest and most practical route.

19. These Restrictive Covenants may be enforced against any lot owner hereafter buying a lot within the land specified by any other lot owner hereafter buying within the lands specified and by Jimmy W. Blalock and W. Dee Garland, all jointly and severally, and by the successors, heirs, administrators, executors and

assigns of either of the above, in equity or any other legal remedy at law.

Declared this the 9th day of January, 1985.

Signed, sealed and delivered in the presence of:

Martina M. Edwards
Witness

Heraldine B. Brown
Notary Public

My Commission Expires:
March 26, 1989
(NOTARY SEAL)

Jimmy W. Blalock (SEAL)
Jimmy W. Blalock

W. Dee Garland (SEAL)
W. Dee Garland

RECORDED THIS THE 10TH DAY OF JANUARY, 1986 [Signature] CLERK S C