

After recording, return to:  
CARY D. COX, P.C.  
P.O. Box 748  
Blairsville, GA 30514

STATE OF GEORGIA  
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS  
AND COVENANTS RUNNING WITH THE LAND

WHEREAS, the holders of the legal title to the below listed subdivision known as "TAYLOR PLACE", said tract or parcel of land lying and being in Land Lot 46, 10th District, 1st Section of Union County, Georgia, containing 14.196 acres and being shown as Taylor's Place Subdivision on a plat of survey by Tamrock Associates, Inc. RS #2599, dated 10/29/98 and recorded in Plat Book 42, Page 72, Union County records which description on said plat is hereby incorporated 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 hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Taylor Place 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 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 the equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in no wise 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 into another lot of less than one (1) acre each.
2. No mobile homes, double wide mobile homes, manufactured homes or relocated homes shall be placed permanently or temporarily on any lot or subdivision road.
3. All subdivision lots are for single family residential purposes only. Only one residence

469

shall be erected on any one lot, provided however that the owner of any lot may erect an attached garage, outbuilding or guest house for use in connection with such residence.

4. No lot shall be used for commercial activity or business.
5. Each single family residence shall be constructed with at least twelve hundred (1,200) square feet of heated living space. If the house is more than one story, the first floor must contain at least eight hundred (800) square feet of living space, with the total house containing no less than twelve hundred (1,200) square feet of living space. Excluding the garage and basement.
6. All concrete blocks used in the construction of any home must be covered with either brick, stone or stucco.
7. No building or any part thereof including garages and porches shall be erected on any lot closer than ten (10) feet to the line bordering any easement or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site the lot lines shall refer only to lot lines bordering adjoining property owners.
8. When construction of any building is begun, work on the outside must be completed within twelve (12) months from start thereof.
9. No commercial animals, birds, or fowl shall be kept or maintained on the property.
10. No lot shall be used in whole or in part for any illegal activity or for the storage of rubbish of any character whatsoever for the storage of any property or thing that will cause such lot to appear in any unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.
11. 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 thereby against owner or any of his agents or servants are hereby waived by the lot owners.
12. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the right to the roadway are reserved by the developers. All lots are conveyed to the centerline of the roads, not withstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners. Developers reserved the full right at any time to convey the roads and road easements to Union County in fee simple.
13. 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 parties and all persons claiming under them for a period of 25 years from the date of recording after which time, said

UNION COUNTY, GEORGIA  
January 13th, 1999  
4:20 P.M.  
January 13th, 1999  
*Deen Conley* C.S.C.

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, agreeing to change said covenants and restrictions, in whole or part.

IN WITNESS WHEREOF, the Owners hereby set its hand and affixes its seal, this the 13th day of January, 1999.

*Randolph Jones*  
RANDOLPH JONES

*James Burrell*  
JAMES BURRELL

*Melanie Durocher*  
Witness  
Notary Public

