

Poplar Ridge

STATE OF GEORGIA

COUNTY OF UNION

DECLARATION OF RESTRICTIONS

That said Owner's of Poplar Ridge Subdivision, 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, described as follows:

All that tract or parcel of land lying and being in the 10th district, 1st section, land lot 63 of Union County Georgia, as shown on a plat and survey by North Georgia Surveyors, dated May 29, 1987, recorded in Union County records in Plat Book P, page 222, said plat is incorporated herein for a full and complete description.

NOW THEREFORE, Owners hereby declare 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 (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, be acceptance of a 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. Land Use: All lots or tracts shall be used for single family residential purposes only.
2. Subdivision: No lot shall be re-subdivided in lots or tracts which are less than one(1) acre in size.
3. Temporary Structure: No structure of a temporary character shall be placed upon any portion of the property at any time, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.

4. Dwelling Type: No mobile home, outbuildings, trailers, motor homes, double wide 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, during contruction of a permanent home as set out in 3 above.
5. Dumps: No part of said land shall at any time be used as a garbage or trash dump. No unusued or junked cars can be stored openly on premises. All vehicles shall have a current license plate.
6. Dwelling Size: All residences of any type, constructed on any lot shall have at lease 950 square feet of heated space.
7. Easements: All owners shall allow extensions of utility easements as such become necessary for water, sewage, electricity and telephone to adjacent lots, provided all grounds are returned to their original condition. All lots subject to subdivision easements.
8. Animals: No animals, other than common house pets, shall be allowed on property. Any dog lot or other exterior housing shall not be visiable to adjacent lots and said pets shall not cause a nuisance, hazard or other wise to any other lot owners. No lots shall be used to raise or keep commercial livestock.
9. Roads: Upon the sale of 75% of all lots of the subdivision, all roadways will be turned over to the property owners' association (or to the owners of the subdivision in the event no association is formed). Thereafter, it shall be the duty of the said owners or property owners' association to maintain all roads within the subdivision. All costs of the road maintenance and upkeep shall be paid for by the owners and shall be on an equal basis per acre owned.
10. Drive-through: On all lots which have a common boundary with property which is not a portion of Poplar Ridge S/D , as shown above, no roadways, or drives of any nature can be placed on the property which would connect with any property which is not a part of Poplar Ridge S/D. However, these restrictions shall not apply to Hobert Payne & Evelyn Payne.

11. Exterior Finish: The exterior of all houses and other structures must be completed by one (1) year from beginning of construction.
12. Future Easements: Additional easements along roads shall be granted as necessary for future utility service, road maintenance, paving, etc.
13. Maintenance of Lots: The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
14. Vehicle Use: No motorcycles or other externally mounted engined vehicle shall be permitted to ride along the roads of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.
15. Road Maintenance During Construction: It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair.
16. Construction Site: No building or structure shall be constructed within thirty (30) feet of a subdivision road nor any nearer than ten (10) feet of any side or rear property line.
17. Enforcement: Enforcement of the covenants and restrictions contained herein and of any other provisions hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said 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 change 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 waive of the right to do so thereafter.
18. 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 owners have hereunto set their hands and seals the date first above written.

Signed, sealed and delivered in the presence of:

Virginia A. Bofia
Witness
Virginia A. Bofia
NOTARY PUBLIC
NOTARY PUBLIC, UNION COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 9, 1990

Robert Payne
ROBERT PAYNE
Evelyn Payne
EVELYN PAYNE

UNION COUNTY, GEORGIA		
Filed	July 6th	1987
at	4:10 P.M.	
Recorded	July 7th	1987
<i>Allen Conley</i>		C.S.C.