

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS
AND COVENANTS RUNNING WITH THE LAND

This Declaration made this 28 day of March, 1988, by
by and through its owner, Jewel Mason
(hereinafter called "Owner") of said property known as Jewel
Mason Subdivision, located in Land Lot 247,
9th District, 1st Section, Union County, Georgia, containing
lots 7, 8, 9, as shown on a plat of survey by M.E. Richards,
Union County Surveyor, dated Sept. 7, 1985, recorded in Plat
P page 87 Union County records which description on said
plat is incorporated herein 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 Owner, 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.

1. No Subdivision lot shall be subdivided.
2. No mobile homes, trailers, recreational vehicles or similar vehicles or housing shall be occupied as housing on either a temporary or permanent basis on any lot or subdivision road.
3. No portion of the above described property shall be used for any commercial or industrial use or purposes.
4. The above described property shall be used, developed and sold solely for single family residential uses. Only one (1) such residence shall be erected on any one (1) lot, provided, however, that the owner of any lot may erect a garage, outbuilding or guest house for use in connection with such a residence. Rental of any guest house is prohibited, the occupancy thereof being limited to either quests or servants.
5. No portion of the above described property shall have located thereon any junkyard or similar use which will create an unsightly condition or be inconsistent with the use and development of the above described property for single family residential purposes.
6. No title or interest in any portion of the above described property shall be sold or conveyed on a timeshare or interval ownership basis.
7. No such single family residence shall be constructed with less than nine hundred (900) square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio and open porches.
8. No buildings or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.
9. All concrete blocks used in the construction of any home must be covered with either brick, stone or stucco.

10. No animals, birds, or fowl shall be kept or maintained on any part of the property, except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.

11. All utility lines (including electrical and telephone lines) shall be placed underground and no utility lines shall be placed overhead.

12. 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.

13. When the construction of any building if once begun, work thereon must be prosecuted diligently and must be completed within twelve (12) months from the start thereof. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent or temporary residence purposes, provided, the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure on such property, or the use of adequate sanitary toilet facilities for workmen which may be provided during such construction.

14. No junk vehicles, junk vehicles being those without a current license tag.

15. It is the sole responsibility and the cost of repair if the roads or power or water lines are damaged by property owner or anyone in his employ or invitation, natural wear and tear excluded, shall be bourn by the individual property owner and repair completed within sixty (60) days.

IN WITNESS WHEREOF, the Owner hereby set its hand and affixes its seal, the day and year above set forth.

BY: Jewell Mason by Myrtle Mason

J. E. Baggett
WITNESS
E. W. Gifford
NOTARY PUBLIC
expiring 7-30-91
SEAL AFFIXED

UNION COUNTY, GEORGIA	
Filed <u>March 31st,</u>	19 <u>88</u>
at <u>3:40</u> P. M.	
Recorded <u>March 31st,</u>	19 <u>88</u>
<u>Allen Conley</u>	C.B.C.