

RESTRICTIONS AND COVENANTS FOR COOSA COVE SUBDIVISION

NOW, therefore, for and in consideration of the premises and of the benefits to be derived by the undersigned, and each and every subsequent owner of any lot in said subdivision, do hereby establish and declare the following protective covenants, restrictions, easements, reservations, terms and conditions with regard to said land as follows:

1. SUBDIVIDING: No lot, or combination of lots, shall be further subdivided by any person, other than the Developer. Subdividing a combination of lots is subject to approval by Eagle One Properties and Union County Health Department.
2. Each lot is limited to one permanent type dwelling house with not less than 1000 square feet of living space, exclusive of porches, patios, decks, carports, and garages.
3. No lots shall be used for commercial purposes and lots are restricted to residential use only.
4. No mobile homes, manufactured homes, or relocated homes, travel trailers or tents shall be allowed to be erected or used as residences on a temporary or permanent basis on said lots.
5. No noxious or offensive activity shall be carried on upon said premises nor shall anything be done thereon which may be or become an annoyance or nuisance to surrounding and adjacent property owners.
6. No commercial animals, birds or fowl may be kept on any lot or tract.
7. Any foundations must have solid poured concrete walls and shall be covered with brick, stone, stucco, wood, or vinyl siding.
8. All driveways must be pre-approved by Eagle One Property Inc.
9. No disabled automobiles may be parked or left indefinitely on any lot. Trash, garbage or other waste shall be kept in sanitary containers.
10. All lots or tracts shall have full access to all roads extending from public roads into and upon the lands herein above referred to.
11. Once construction of any building is begun, work on the exterior of the building must be completed within 6 months.
12. No exterior clothes lines shall be allowed.
13. The owners, for, themselves, their successors and assigns, hereby reserve the right without further assent or permit from the buyer, his, her, their, or its successors in title, to itself or to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, or ways on which said above described lots above, electric lights, telephone, and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the owner or any public company or any utility company, water company, or municipality be deemed necessary or useful in connection with the beneficial use of said road, streets, avenues, and ways, and only in and on said lot herein above described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction maintenance and repair thereof, or on account of temporary or other inconvenience caused

thereby against the developer or any public utility company or municipality or any of its agents or servants are hereby waived by the buyer for (his, her, their, its, self) successors in title. The lots, ways, or alleys referred to above are meant to include those either developed, or to be allowed to be developed at Coosa Cove.

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, which shall remain in full force and effect, the undersigned hereby declares that said restrictions are not interdependent but severable.

Neither the undersigned nor any party or parties claiming under them shall or will convey or devise any or either of said lots or any part of the same except as being subject to the within covenants and restrictions.

The within covenants and restrictions shall run with and be appurtenant to the said land and if the undersigned or any party or parties claiming under them shall violate or attempt to violate any of the covenants or restrictions contained herein, the undersigned or any person or persons owning any other lot shall have the right to proceed at law or in equity against the person or persons, violating or attempting to violate any such covenants or restrictions.

IN WITNESS WHEREFORE, the said owners have hereunto set their hands and affixed their seals, the day and year above first written.

EAGLE ONE PROPERTIES, INC.

Witness:

By:

Notary Public:

Attest:



UNION COUNTY, GEORGIA	
Filed	June 2nd, 19 98
at	10:45 A. M.
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Allen Conley C.S.C.	