DECLARATION AND ESTABLISHMENT OF CONDITIONS, RESERVATIONS, LIMITATIONS, RESTRICTIONS, EASEMENTS, RIGHTS AND PRIVILEGES FOR LINDEN BLUFF ACRES, IN WAYNE COUNTY, GEORGIA, AS MORE PARTICULARLY SHOWN BY A PLAT THEREOF, MADE BY FRANKLIN MILES, DATED FEBRUARY 17, 1986, AND RECORDED IN THE OFFICE OF THE CLERK OF WAYNE SUPERIOR COURT IN WAYNE COUNTY, GEORGIA, IN PLAT BOOK 19 PAGE 37; and,

WHEREAS, Linden Bluff Acres has established a general plan for the improvements and development of such premises, and does hereby establish the conditions, reservations, restrictions, limitations, easements, rights and privileges upon which and subject to which all lots and portions of lots shall be improved or sold and conveyed by it as owner thereof.

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I

GENERAL APPLICATION OF DECLARATIONS

1. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such developement, or any interest therein, and shall inure to and pass with each and every parcel of such developement, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations and restrictions are imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots, and with each and every parcel thereof, and each grantee, by accepting a deed to any portion of such premises, accepts the same subject to such covenants, conditions, restrictions, limitations, reservations and servitudes, and agrees for himself, his heirs, legal representatives and assigns, to be bound by each such covenant, restriction, reservation and servitude, jointly separately, and severally.

2. Each and every covenant, restriction, reservation and servitude contained herein shall be considered to be an independent convenant and agreement, and in the event any one or more of the foregoing covenants,

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conditions, reservations and servitudes shall for any reason be declared null and void by any court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions, not ceclared to be void, but all the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue umimpaired and in full force and effect.

3. These covenants, conditions, reservations and restrictions shall be binding upon Linden Bluff Acres and all parties and persons claiming under them for a period of twenty-five years (25) from the date this declaration shall be filed for record in the public records of Wayne County, Georgia; thereafter, such covenants, conditions, reservations and restrictions shall be extended automatically for successive period of ten (10) years unless an instrument changing the same in whole or in part shall be signed by Linden Bluff Acres' owners, their successors or designated assigns, and the then owners of a majoirty of the lots or areas in said development, and said instrument shall be filed for record in the public records of said County within ninety (90) days from the expiration of the preceding period; provided, however, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetiuties as set forth in the laws of the State of Georgia.

4. The covenants, conditions, reservations and restrictions contained herein shall not apply to any future extension of said Linden Bluff Acres unless specifically imposed by the subdivision. Linden Bluff reserves the right to extend its developement to any and all adjacent and contiguous property owned or hereafter acquired by it, and to

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alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the addition or elimentation of streets, lanes and easements. Linden Bluff reserves the sole right to amend or add to these covenants, conditions, reservations and restrictions, provided always that the amendments thereto shall be in conformity with the general purpose of these covenants, conditions, reservations and restrictions. The rights and privileges reserved herein shall inure to the benefit of the successors and designated assigns of Linden Bluff Acres.

II

PERMITTED AND PROHIBITED USES

1. All lots in the Linden Bluff Acres shall be used only for residential purposes and only one single-family building not to exceed two (2) stories in height, with a private garage or carport for not more than four (4) automobiles, and/or servants quarters, and/or separate guest house, shall be erected upon any lot, but more than one lot may be used as a site for a single-family residence. Any residence erected on any building site shall be fully completed within twelve (12) months of the date contruction is first commenced. Only one (1) residence per lot is allowed.

2. Garages, which shall be for the sole use of the occupants of the residence to which they are appurtenant, may be attached or detached to the residence and may not have entrances facing the street unless equipped with doors.

3. No outbuilding, shed, tent, trailer or temporary building of any kind shall be erected, constructed, permitted or maintained prior to commencement of erection of a residence, and no outbuilding, garage, shed, tent, trailer or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

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4. There shall be a minimum front and rear setback line of Forty (40) feet and a minimum side yard of twenty (20) feet measured from the property line to the outer-most surface of the exterior walls, columns or stanchions.

5. No owner of any part of the property sold shall do or permit to be done any act upon his property which may be or which may become a nuisance.

6. No sign of any character shall be displayed or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed three (3) square feet in size and one (1) sign to a property.

7. No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and 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 or business purposes. pets shall not be allowed to run at large.

8. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.

9. Garbage receptacles shall either be maintained in underground disposal containers or in areas construed so as to be hidden from view of the street or golf course. No garbage incinerators shall be permitted.

10. A pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street line beyond the front building lines.

11. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

12. No substantial change in the elevation of the land shall be made on the premises without the express written consent of Linden Bluff Acres.

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13. Each lot or area comprising a building site shall be provided with an off-street parking area for the vehicles belonging to the residents plus at least two (2) additional parking spaces.

14. A septic tank and drain field shall be placed on each lot by the owner in accordance with the requirements of the Georgia Health Department. When and if a sewage plant and collection system for the service of the premises is provided, it shall be used as the sole means of sewage disposal for such premises. No toilets shall be maintained outside of any building erected upon any lot or area.

15. No residence shall be constructed on any lot with a ground floor area of less than one thousand five hundred (1,500) square feet for a one-story residence, or less than one thousand two hundred (1,200) square feet for a two-story residence, which square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports.

16. All electrical service, telephone lines and television cables shall be placed underground, and no elevated tanks of any kind shall be erected, placed or permitted on any part of the premsies.

17. If permanent corner reference monuments have not been erected or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense before construction is commenced on any lot or area.

18. No metal clad siding, asphalt, asbestos, or roll siding will be permitted. There shall be no commercial business of any kind placed on said lots.

19. No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be permitted to remain on any lot or area if the location of such object obstructs the vision on any adjacent street or lane and thus creates traffic hazards.

20. No trash, rubbish, garbage, debris or materials shall be deposited on any lot or area or in the

right-of-way of any street except building materials during the course of contruction on the site.

21. No window-type heating and/or air conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area.

22. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or under any lot or area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted or maintained upon any lot or area.

23. Perpetual easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, electric, sewers, storm drains, and other functions deemed necessary or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear six (6) feet of every lot and six (6) feet along the side of every building plot and along every street of the subdivision, or as otherwise shown on the development plan.

24. Should the owner of any lots or area in Linden Bluff Acres receive a bona fide offer in writing to purchase (or lease for a period in excess of six months) said property and be desirous of accepting said offer, he shall first submit the offer, including the amount and the terms thereof, and the name and address of the offerer, to Linden Bluff Acres owners in writing, which shall then be given not less than fifteen (15) days to agree to purchase or lease the property itself on said terms. Should Linden Bluff Acres owners choose not to exercise first refusal , the owner of the parcel, or parcels, shall be free to sell or lease the property to said offerer, and to no other, at the price offered, and on the same terms, or at a higher price. This restriction shall apply to all transfers of property and rentals to any family, group, association or coporation in excess of six months (including renewals) within the period

of these restrictions, and any subsequent purchaser beyond the immediate grantee of Linden Bluff Acres shall by his acceptance of the deed thereto, bind himself to this restriction. Linden Bluff Acres shall not be deemed to have waived its rights hereunder as to subsequent sales of any parcel, or parcels, by virtue of its failure to exercise its right of first refusal on any previous sale of said property. This refusal shall not, however, have any force or effect upon the rights, powers or privileges (including the power of sale) contained in any security deed which any lot owner executes to any bona fide lender conveying property in Linden Bluff Acres to secure a bona fide loan. If in the exercise of such power of sale the property secured thereby should be sold at public outcry, any purchaser at such sale would receive title to said property free and clear of any option refusal rights set out in this paragraph.

25. All streets designated on the plat as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be aurthorized by Linden Bluff Acres from time to time. The owners of property abutting on such streets shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as Linden Bluff Acres and the Commissioners of Roads and Revenue of Wayne County, Georgia, (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part.

26. Linden Bluff Acres reserves the sole right to amend or add to the Conditions, Restrictions and Limitations to be incorporated in deeds or contracts for deeds for any and all lots in Linden Bluff Acres, provided always that the amendments to such Restrictions, Conditions and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained.

27. No mobile homes or double wide pre-manufactured homes shall be erected on these lots at anytime.

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III

EASEMENTS

1. UTITLITY EASEMENT.

Linden Bluff Acres reserves a perpetual easement in, on, over and under all streets, lanes and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by it or its licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain purposes to lay, install and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. This Reservation shall not be construed as an obligation of Linden Bluff Acres to provide and maintain any such activity or service.

2. The erection and occupancy of a garage, garage apartment or guest house on any lot or area prior to construction of the main residence is prohibited.

3. There shall not be erected, constructed, permitted, committed, maintained, used or operated on any lot any nuisance of any kind or character.

DATED this 20th day of March, 1987.

LINDEN BLUFF ACRES:

OWNERS:

I. J. DAVIS

MAVAMA, INC.

BY: Van G. Williamson
VAN G. WILLIAMSON, SR.

ATTEST: Van G. Williamson
VAN G. WILLIAMSON, JR.

Signed, sealed and delivered
in the presence of: Lisa J. Tester
witness

Witness

Notary Public, Wayne County, Georgia
My Commission Expires July 22, 1990

Notary Public, State of Georgia

Recorded March 20, 1987
Louise N. Ogden
Dep. Clerk, S.C.W/C Ga.