



*Silly Ellis
 P.O. Box 635
 Hickamauga GA 30706*

BK **1438** PG **31-32**

DECLARATION OF RESTRICTIONS ON GRAND CENTER ESTATES

WHEREAS, Gary D. Sharp and Gregory N. Ellis are the owners of a tract of land in the 9TH District and 4th Section of Walker County, Georgia, known as GRAND CENTER ESTATES, as shown by Plat of said Subdivision of record in Plat Book 12 page 293 in the Office of the Clerk of the Superior Court of Walker County, Georgia, and,

WHEREAS, it is the plan of the owners to devote all of said Subdivision to residential purposes; and that as a part of the development plan of said lands, the same shall be restricted according to use and occupancy.

NOW THEREFORE, in consideration of the premises, and for the protection of the future purchasers of parcels of said Subdivision, the following restrictive covenants and conditions are hereby imposed upon each of the lots of said GRAND CENTER ESTATES:

1. No lot shall be used except for single-family residential purposes. Provided, however, that subsequent to the occupation of the dwelling constructed thereon, the lot may be used, subject to the provisions of Restriction Number 5 herein, for non-commercial agricultural and animal husbandry purposes.
2. No Resubdivision of the lots as laid out on the subdivision plat will be allowed, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and such other buildings as are necessary and incidental to the uses described in Restriction Number 1 herein. The construction of such other buildings must conform to the same quality as the dwelling house and such other building must be to the rear of the dwelling.
3. No structure of a temporary character, such as, but not limited to, trailers, basements tents, shacks, garages or barns, shall be used on any lot at any time as a residence, either temporarily or permanently.
4. Any dwelling erected on any lot in said subdivision must:
 - (a) not exceed two stories in height;
 - (b) have at least 1,600 square feet of heated floorspace in the case of a single story dwelling;
 - (c) have at least 1,200 square feet of heated floorspace in the ground floor in the case of a two-story dwelling;
 - (d) be set back at least 100 feet from the street on which it fronts;
 - (e) be set back at least 50 feet from the side lines of said lot;
 - (f) not have exposed concrete blocks or asbestos siding on the outside of said dwelling;
 - (g) be equipped with a sanitary sewerage system approved by the State of Georgia Health Department; and,

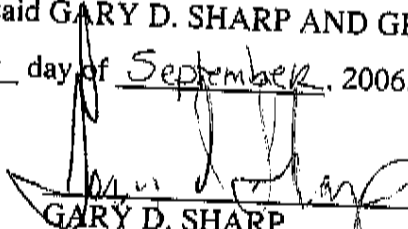
- (h) be completed inside and outside, and have all building debris removed, within two years from the start of construction.
5. No noxious or offensive acts shall be permitted on said lots or in said Subdivision. By way of example, and not limitation, the keeping of a junk car on sad lot or in said Subdivision shall be considered a noxious or offensive act.
6. The developers reserve the right to mow the grass and weeds and remove debris on any lot not built upon, at the owner's expense, if the owner does not do same.
7. The owners do hereby dedicate to the duly constituted authorities of Walker County, Georgia, all the streets as shown on the plat of said GRAND CENTER ESTATES, for the use of the public.

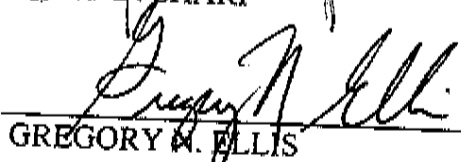
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement of these restrictive covenants shall be by proceedings at law, or in equity, against any person or persons violating or attempting to violate any covenant either to restrain said violation, or to recover damages, or both.

Invalidation of any one of these covenants by judgment of any court or by any court order shall in no manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said GARY D. SHARP AND GREGORY N. ELLIS do hereunto set their hands and seals this 6 day of September, 2006.


 _____ (SEAL)
 GARY D. SHARP


 _____ (SEAL)
 GREGORY N. ELLIS

Signed, sealed and delivered in the presence of:

Rosa Willingham
 WITNESS

