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STATE OF GEORGIA

County of Hall

GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 5511
PAGE(S) 311-313 THIS 17
DAY OF Nov. 2005 AT 4:18pm
DWIGHT S. WOOD, CLERK BY Cash

NOTTINGHAM SUBDIVISION
Restrictions and Covenants

The undersigned is the owner and developer of a certain subdivision in Hall County, Georgia, shown as lots 1A, 1B, 1C, 1D, 1E, 2, 3, 4 and 5B according to plat of Nottingham subdivision as recorded in Plat Book 4-94-1, page 481-482 Hall County records and is incorporated herein. Execution of this instrument establishes certain restrictions for the development and use of the lots described above.

The following restrictions and covenants are to run with the land and shall be binding on the developer, his heirs and assigns and all parties or persons claiming under him until December, 2014, at which time these restrictions will automatically be extended for ten years, unless by the written consent of the then owners of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1.

All lots are limited to residential dwellings only and no more than one dwelling shall be built on any lot.

2.

No trade, activity or business shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the surrounding neighborhood.

3.

No mobile homes, trailers, modular houses, outbuildings, tents, basements, or shacks shall be placed on the property at any time to be used as either a temporary or permanent residence.

Jonathan David Nottingham
8508 Ardleigh Street
Philadelphia, PA 19118

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4.

Any dwelling to be built on any lot in this subdivision shall have a minimum of 1600 square feet for single level houses and 2000 square feet for houses with two or more levels exclusive of open porches, garages, or carports.

5.

No poultry, swine, cows or other livestock likely to become pests shall be kept on any lot in this subdivision.

6.

All construction sites shall be maintained as neatly as possible and shall be kept free of all litter.

7.

The outside of houses constructed on these lots shall be completely finished before the houses become occupied.

8.

All House plans are to be in harmony with existing structures.

9.

Each lot is subject to all drainage easements, power and utility easements, and easements required for the installation and maintenance of individual or community water systems serving homes in this subdivision.

10.

If the parties hereto, or any of their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property located in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenants to prevent them from so doing and to recover damages or other dues for such violation.

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11.

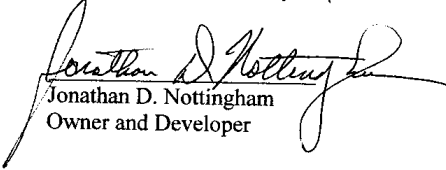
Any person or persons who may purchase any lots in this subdivision subsequent to the date of this instrument agrees to abide by the location of the dock associated with such purchase as agreed and marked by the owner and developer.

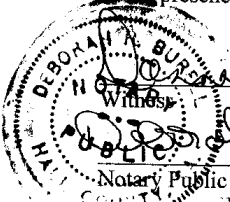
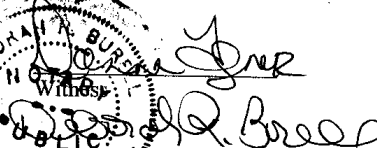
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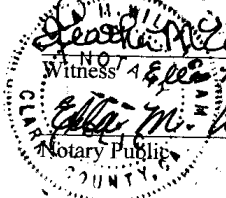
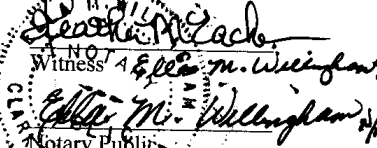
Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.


WITNESS my hand and seal this 17th day of November ²⁰⁰⁵~~2004~~

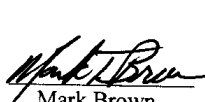
Signed, sealed and delivered
In the presence of:

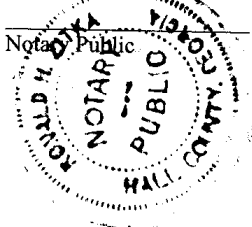

Jonathan D. Nottingham
Owner and Developer


Witness

Notary Public
MY COMMISSION EXPIRES SEPTEMBER 23, 2006.


Witness

Notary Public
Richard Prior
Mary Alice Smith
Owners of lot #s 4 and 5b, Nottingham subdivision


Witness
Notary Public, Hall County, Georgia
My Commission Expires Nov. 8, 2007


Mark Brown
Michele Brown
Owners of lot 3, Nottingham subdivision


Notary Public