

Return to: American Farm Properties, Inc.
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SHERRI J COCHRAN
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BURKE

STATE OF GEORGIA
COUNTY OF BURKE

RESTRICTIVE COVENANTS

It being the desire of the developer, American Farm Properties, Inc., of the subdivision known as KEYSVILLE FARMS as shown and delineated by plat thereof prepared by Steve Bargeron & Associates and recorded in Plat File Number B-140 in the office of the Clerk of the Superior Court for Burke County to protect and preserve the residential character of said subdivision for the benefit of the purchasers of lots in said subdivision.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that American Farm Properties, Inc. as the developer of said subdivision hereby imposes the following restrictive covenants upon all lots in said subdivision shown by plat above referred to. In consideration of being allowed to purchase a lot or lots in said subdivision, each purchaser agrees that neither said purchaser nor his, her or it's heirs, successors, or assigns will violate any of said covenants and shall comply with said covenants until such time as they may be terminated as provided herein by the lawful order of any court of competent jurisdiction. These covenants and restrictions may be enforced by the developer, so long as the developer continues to own lots in said subdivision and may be enforced by any lot owner at any time after purchase, or contract to purchase. The violator of these covenants shall be responsible to the developer or to the lot owner enforcing these covenants, by suit or by attorney, for any court costs and attorneys fees in addition to any damages, actual or punitive, which might be awarded by the court in such matter.

The Restrictions are as Follows:

1. All lots shall be for one single family private dwelling, except as outlined in this paragraph below, with customary out buildings with no structure being used for any type of business or commercial enterprise other than agriculture. Notwithstanding the above, any lot containing a minimum of 10 acres, or more, may be subdivided one time and not have more than two single family dwellings, if proper governmental approval can be obtained. Any lot containing a minimum of 15 acres, or more, may be subdivided into no more than three building lots, for a total of three single family dwellings, if proper governmental approval can be obtained. Any lot containing a minimum of 20 acres, or more, may be subdivided into no more than four building lots, for a total of four single family private dwellings, if proper governmental approval can be obtained.
2. No building shall be erected on any lot to be used as a school, church or kindergarten.
3. No single-wide mobile home shall be permitted.
4. No temporary house, shack, tent, or trailer shall be erected.
5. Any modular home placed on any lot must be underpinned within 6 months of placement with a material of brick, stone, masonry or such material approved by developer.
6. Any factory built home placed on any lot may not be older than five (5) years from the date of placement unless approved by developer.
7. Any relocated home must be approved by the developer prior to placement on any lot.
8. Any home erected on any lot or any factory home placed on any lot shall have dimensions of at least 24' x 40' (twenty four feet by forty feet) and contain a minimum of 960 square feet of indoor heated area. Any square footage contained in any additions to any factory built home shall not count towards the stated 960 square foot minimum. No two single wide mobile homes may be joined together to meet this 960 square foot minimum.
9. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter will be permitted.
10. No junk vehicles or parts of same shall be permitted on any lot. Any motor vehicle parked or placed on any lot must be registered and licensed.
11. No livestock or other animals may be raised or kept for commercial purposes. All swine are prohibited. No more than two large animals (horses and cattle) are permitted per acre. Notwithstanding the above, cattle and horses raised on property may be sold provided that the two animals per acre limit is observed.
12. No dwelling shall be nearer than 70 feet from the road right-of-way or 30 feet from a side line or 50 feet from a rear line.
13. All structures erected shall be completed within one year of when work begins.
14. No timber may be cut for sale without permission of developer.
15. No lot except those larger than 10 acres as provided above shall be subdivided, except the subdivision into no more than two parcels is permitted when caused by a partial release on any Deed to Secure Debt to Developer with subsequent default and foreclosure or deed back in lieu of foreclosure on the remainder. The developer reserves the right to adjust the location of various lot lines if necessary to insure the usability of a lot or group of lots.

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

These Covenants are in addition to any other restrictions or conditions imposed by the governmental authorities under their zoning ordinances and the specific conditions of approval as stated in zoning requirements.

AMERICAN FARM PROPERTIES, INC.

[Signature]
Witness

[Signature]
W. Hardy Hurdic, President

[Signature]
Notary Public
My Commission Expires:

