Return to: Jerry N. Cadle, P.C. Attorney at Law P.O. Box 68 Swainsboro, GA 30401

## RESTRICTIVE COVENANTS

GEORGIA, EMANUEL COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, JONES CENTRAL, LLC and JEREMY T. SCHULTZ are the owners of the following described property, to-wit:

All those tracts or lots of land lying, situate and being in the 76<sup>th</sup> G.M. District of Jefferson County, Georgia, containing 71.28 acres, fronting on Southwestern side of Clarks Mill Road (County Road #325), and designated as Lots 1-14 of the Triangle Subdivision as shown on a Plat of Survey dated August 19, 2003, made by Thomas L. May, Surveyor, and recorded in the Office of Clerk, Jefferson Superior Court in Plat Book 2, page 293, to which reference is made as a part of this description. Said property is triangular in shape and is bounded, now or formerly, as follows: Northwest by lands of Robert Rabun and by lands of Farmers Home Administration; Northeast by Clarks Mill Road (County Road #325); and Southeast by lands of Michael Giesbreht.

Whereas, the restrictions hereinafter set forth will encourage, promote, and control the development of said property for an attractive residential purpose, and thereby secure to each site owner the full benefit enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners;

Now, therefore, in consideration of the premises, JONES CENTRAL, LLC, and JEREMY

T. SCHULTZ do hereby covenant and agree with the prospective purchasers of the lots in the above described property that the use of said property shall be and is hereby restricted as hereinafter

## provided, to-wit:

- 1. Said property shall be used only for residential purposes, for single family dwellings only.
  - 2. Only buildings of new construction may be erected on said property.
- 3. No residence shall be erected on any lot unless the lot shall have at least 60 feet of frontage on the road which the residence faces.
  - 4. Any outbuildings will have be a maximum height of twelve (12) feet.
- 5. No building shall be erected on any lot nearer than 75 feet from the road which the residence faces or 50 feet from any other road or 25 feet from a side or back property line.
- No residence shall be erected on any lot unless the residence has at least 1200 square feet of heated living area, exclusive of porches and garages.
  - No carport or garage shall open or face the road which the residence faces.
- 8. No residence shall be erected on any lot unless the residence will comply with the Federal Housing Administration specifications and no house or other buildings shall be built with concrete block exterior.
- All plumbing in all buildings on the property must meet the requirements of and be approved by the Jefferson County Health Department. No outdoor privies shall be allowed.
- 10. No obnoxious or offensive activities shall be carried on upon any lots, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- No portion of said property shall be used or maintained as a dumping ground for junk or other trash or junk automobiles. Garbage and other wastes shall be kept only in sanitary containers.

- 12. No structure mounted on steel frames designed to be moved by wheels or axles shall be placed or set down on said property. Modular Homes are permitted.
- 13. No, cows, mules, donkeys, sheep, goats, hogs, chickens, or any other type of livestock shall be housed on said property. Horses and ponies may be housed on the premises under the following conditions:
  - a. A fenced, grazing area of not less than two (2) acres shall be provided for each animal
- b. The fenced area shall be located not less than Ten (10) feet from an adjoining property line and must be made of wood or vinyl material.
- c. A suitable structure shall be provided to house said animals. Said structure shall be constructed not less than 100 feet from any adjoining property line.
  - d. No stud horses shall be housed on the property.
  - e. No barbwire fencing shall be used on the property.
- 14. All water tanks and water pumps shall be enclosed in a structure located to the rear of any house constructed on said property with said enclosure to be constructed in keeping with the main dwelling on the property.
  - 15. No residence shall be built on a lot that is less than one (1) acres in area.
  - 16. Any fencing must be made of wood or vinyl material.
- 17. Any driveways leading to houses on said property must have efficient gravel to prevent erosion.
- 18. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
- 19. These covenants may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant stated above, either to restrain the

violation or to recover damage.

- 20. The invalidation of any one of the foregoing covenants by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.
- 21. It is expressly understood that the property is being developed into a subdivision. In the event a homeowners association is formed in connection with said subdivision, each and every lot owner shall abide by the rules and regulations of said home owners association, including enforcement of restrictive covenants and the payment of fees or dues.
- These Covenants shall replace and supercede any existing restrictions or restrictive 22. covenants on said property, including those dated November 7, 2003, and recorded in Jefferson County Records in Deed Book 360, pages 127-135.
- 23. A copy of these protective covenants shall be recorded on the public records in the Office of Clerk, Jefferson Superior Court, and all conveyances of portions of said property shall be subject to these covenants.

IN WITNESS WHEREOF, JONES CENTRAL, LLC and JEREMY T. SCULTZ have hereunto set their hands and seals, this day of 17th day of August, 2006.

JONES CENTRAL, LLC

Signed, sealed and delivered in the presence of:

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GRUND. Dohan	
JEREMY T. SCHITTZ	

Signed, sealed and delivered in the presence of:

Witness

Notary Public

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