

68 706-710

RESTRICTIVE COVENANTS

GEORGIA, EMANUEL COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, JOHN A. ROUNTREE, WILLIAM E. SIMMONS, SHOP RITE DRUGS, INC., PHILLIP D. MORRIS and CHERRY D. WINFREY are the owners of the following described property, to-wit:

All that tract or parcel of land lying, situate, and being in the 53rd G. M. District of Emanuel County, Georgia, designated as property of John Rountree, Bill Simmons, and Brian Bennett, and property of Larry J. Parrish as shown on plat of survey made by Walter K. Maupin, Surveyor, dated July 14, 1987, revised September 25, 1987, November 25, 1987 and April 4, 1988, and recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 13, page 476, to which reference is made as a part of this description. The property designated on said plat as being the property of Larry J. Parrish is the property of Shop-Rite, Drugs, Inc. Said property fronts on the Northern side of U.S. Highway 80 and is bounded on the North by lands of John A. Rountree and William E. Simmons and lands of Adrian Housing Corporation; East by lands of John A. Rountree and William E. Simmons, lands now or formerly of Harvey Stevens, and lands of Gilbert E. Tapley; South by lands of Gilbert E. Tapley and the right of way of U.S. Highway 80; and West by lands of John A. Rountree and William E. Simmons.

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, JOHN A. ROUNTREE, WILLIAM E. SIMMONS, SHOP RITE DRUGS, INC., PHILLIP D. MORRIS and CHERRY D. WINFREY, 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 200 feet of frontage on the road which the residence faces.

4. No building shall be erected on any lot nearer than 40 feet from the road which the residence faces or 60 feet from any other road or 30 feet from a side or back property line.

5. No residence shall be erected on any lot unless the residence has at least 1400 square feet of heated living area, exclusive of porches and garages.

6. No residence shall be erected on any lot unless the residence will comply with the Federal Housing Administration specifications and no house shall be built with concrete block exterior.

7. All plumbing in all buildings on the property must meet the requirements of and be approved by the Emanuel County Health Department. No outdoor privies shall be allowed.

8. All out building or additions will be built in keeping with the main dwelling on the property.

9. 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.

10. 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.

11. No structure mounted on steel frames designed to be moved by wheels or axles, and no double-wide or single-wide mobile homes shall be placed or set down on said property.

12. Factory built modular houses shall be permitted provided the following specifications are met:

a. Said housing shall be placed on a permanent brick or concrete block with stucco enclosed foundation.

b. Said building shall have at least a 6' x 20' porch.

c. Said house shall have a composition shingle roof with not less than a 5 - 12 pitch.

13. No horses, cows, mules, donkeys, sheep, goats, hogs, chickens, or other type of livestock shall be housed on said property except horses and ponies may be housed on the premises under the following conditions:

a. A fenced grazing area of not less than Three (3) acres shall be provided for each animal;

b. The fenced area shall be located not less than Twenty five (25) feet from any adjoining property lines;

c. A suitable structure built in keeping with the main dwelling on the property shall be provided to house said animals. Said structure shall be constructed not less than 500 feet from any adjoining property line.

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 acre in area.

16. All above ground pools are disallowed other than wading pools for small children.

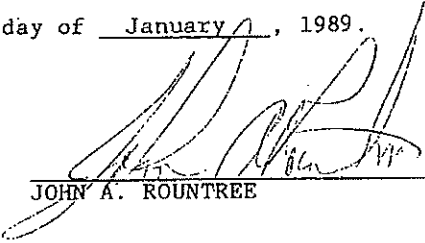
17. All campers, recreational vehicles, boats and trailers shall be stored in the back yard of the lot, or otherwise out of sight, and in such a manner that will not interfere with the view of any neighbor, to the degree reasonably possible.

18. All clothes lines must be kept in the back yard

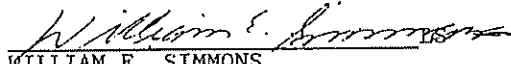
of the lot and out of sight from all streets to the degree reasonably possible.

19. All trash cans shall be kept in the storage bins, service yards, or underground containers, out of sight or neighbors and streets to the degree reasonably possible.

IN WITNESS WHEREOF, JOHN A. ROUNTREE, WILLIAM E. SIMMONS, and SHOP RITE DRUGS, INC. have hereunto set their hands and seals, this 20th day of January, 1989.

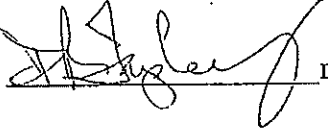

JOHN A. ROUNTREE

LS

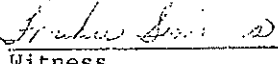

WILLIAM E. SIMMONS

SHOP RITE DRUGS, INC.

BY:  LS

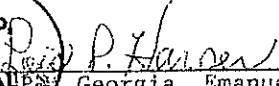
ATTEST:  LS

Signed, sealed and delivered
in the presence of:


Witness

N. P.

SEAL


Georgia, Emanuel County

RECORDED

THIS 20 DAY OF Jan, 1989


CLERK

Restrictive Covenants, Continued, Page 5.

IN WITNESS WHEREOF, PHILLIP D. MORRIS and CHERRY D. WINFREY have hereunto set their hands and seals this 20th day of January, 1989.

Phillip D. Morris LS
PHILLIP D. MORRIS

Cherry D. Winfrey LS
CHERRY D. WINFREY

Signed, sealed and delivered
in the presence of:

L. A. Winfrey
Witness

N. P.
L. A. Winfrey
SEAL N. P., Georgia, Emanuel County

RECORDED
THIS 26 DAY OF Jan, 1989

Jay L. Lusk
CLERK