

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

GEORGIA JEFFERSON COUNTY
 OFFICE OF CLERK OF SUPERIOR COURT
 FILED FOR RECORD 11-6 20 06
 AT 9 O'CLOCK AM
 RECORDED 11-8 20 06 IN
Deed BOOK 411 PAGE 170-173
Shirley D. Jones DEPUTY CLERK

RESTRICTIVE COVENANTS

GEORGIA, EMANUEL COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, JONES CENTRAL, LLC is the owner of the following described property, to-wit:

All those tracts or parcels of land lying, situate and being in the City of Stapleton, 1460th G.M. District of Jefferson County, Georgia, containing a combined total of 40.98 acres, fronting on the Southern side of Travis Street, and designated as Lots 1-11 as shown on a Plat of Survey dated October 2, 2006, made by James F. Mattison, IV, Surveyor, and recorded in the Office of Clerk, Jefferson Superior Court in Deed Book 411, page 169, to which reference is made as a part of this description. Said lots combined are bounded, now or formerly, as follows: North by Travis Street; East by lands of Gibson Housing Authority, lands of E.M. and Marguerite P. Newsome, lands of Thomas L. Wood, Jr. and Jennie Ruth Milburn, and by lands of Paul Franklin Parrish; South by the centerline of Clarks Bridge Road, which is the property line; and West by lands of Pronghorn Development, LLC.

Said property is the same as that conveyed by a Warranty Deed dated October 5, 2006, from Southland Forestry Services, Inc. to Jones Central, LLC, which is recorded in the Office of Clerk, Jefferson Superior Court in Deed Book 409, pages 449-450.

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**, does 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. 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.
 5. 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.
 6. No carport or garage shall open or face the road which the residence faces.
 7. 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.
 8. 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.
 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 shall be placed or set down on said property. Modular Homes are permitted.

12. 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

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.

13. 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.

14. No residence shall be built on a lot that is less than one (1) acres in area.

15. The foregoing covenants are to run with the land and shall be binding on all parties

and all persons claiming under them.

16. 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.

17. 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.

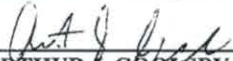
18. It is expressly understood that the property is being developed into a subdivision. In the event a homeowners association is formed in connection with said subdivision, each and every lot owner shall abide by the rules and regulations of said home owners association, including enforcement of restrictive covenants and the payment of fees or dues.

19. These Covenants shall replace and supercede any existing restrictions or restrictive covenants on said property.

20. 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.

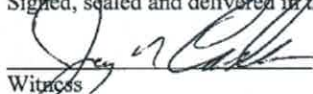
IN WITNESS WHEREOF, JONES CENTRAL, LLC has hereunto set its hand and seal, this day of 30th day of October, 2006.

JONES CENTRAL, LLC


ARTHUR J. GOELSBY, JR., Manager

Signed, sealed and delivered in the presence of:

Witness


Kathy M. Watkins
Notary Public

