

PROTECTIVE COVENANTS:

This conveyance is made subject to the following protective covenants, which said covenants shall run with the land, and said covenants are to remain in force and effect until January 1, 2027.

1. Said lot shall be used for no other purpose than a private one-dwelling residence.
2. Re-subdivision of lots is prohibited, and no more than one (1) dwelling may be erected on each lot.
3. Buildings must be set back not less than 30 feet from the street and not less than 10 feet from property side lines.
4. No dwelling house shall be constructed on said property until the construction plans have been submitted to and approved in writing by Grantor, its successors, assigns or authorized agent.
5. No temporary residences, house trailers, or mobile homes shall be erected on said property. All improvements shall be constructed of vinyl, wood, brick, or stone.
6. All garages and other outbuildings shall be constructed of vinyl, wood, brick, or stone. All garages facing a street must be equipped with doors.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lot, except that dogs, cats or household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
8. No hunting shall be allowed on said property. No motorcycles, trail bikes, or all-terrain vehicles shall be allowed on said property. No abandoned motor vehicles shall be allowed on said property.
9. If Grantees, their heirs, executors, administrators and assigns, fail to comply with, violate or attempt to violate, any of the restrictions, limitations, conditions and covenants herein contained, it shall not result in a forfeiture or reversion of title; but it shall be lawful for any person or persons (including Grantor, its successors and assigns) owning any adjacent property to prosecute any proceedings at law or in equity against Grantees, their heirs, executors, administrators and assigns, to prevent them from so doing or to recover damages or other dues, or both.

EASEMENT OF INGRESS AND EGRESS:

A RIGHT OF WAY EASEMENT OF INGRESS AND EGRESS to and from the aforesaid described lot of land over, through and across so much of the old Julian F. Hartley Farm (now owned by Grantor) which are private roads and/or private streets as are shown and set forth as being Julian Street, River Street, and Mill Creek Road, on that certain plat prepared by Jack D. Cooper, L.S. dated April 26, 1988, and recorded in the Office of the Clerk of the Superior

Court of Jefferson County, Georgia, in Plat Book 1 on page 356 which said recorded plat is by reference incorporated herein and made a part hereof for a fuller and more complete description. Ogeechee Heights Road as shown on said plat is now a public road.

The easement herein granted is not intended to be an exclusive easement for Grantees, their heirs and assigns, but is one which may now or subsequently be used and enjoyed by others designated by Grantor, its successors and assigns.

Grantor (the owner of the title to the land over which said easement is hereby granted), for itself, its successors and assigns, hereby reserves the right to deed title to the same to a property owners association of its choosing for a private way or to deed title to the same to Jefferson County or some other governmental body in dedication as a public street or road, and Grantees by the acceptance of the delivery of these presents do hereby recognize and assent to the same.

OPTION TO RE-PURCHASE

The above-described property is sold and conveyed to Grantees in reliance upon a promise by Grantees that Grantees will improve the same by the erection of improvements in compliance with the above and foregoing covenants, and said lot is not being purchased by Grantees for resale without being so improved. Therefore, it is a term and condition of this conveyance that said Grantor hereby reserves an option, should said improvements not be made by Grantees, to re-purchase said property, before the same is sold to a third party, under the following terms and conditions:

1. Grantees shall notify Grantor in writing that Grantees do not intend to improve said property as aforesaid and that Grantees desire to sell the same back to Grantor at the price hereinafter stated in paragraph 2, and that if the same is not so repurchased within 45 days from the date of delivery of said notice, then and in such event, Grantees will sell the same to _____ for \$ _____.

2. The purchase price at which Grantor may re-purchase said property shall be the total purchase paid by Grantees for said lots as set forth in the accompanying Georgia transfer tax declaration LESS AND EXCEPTING THEREFROM all costs and expenses incurred in connection with the retransfer of said lot to Grantor, so that the title conveyed shall be free and clear of all liens.